

PREAMBLE

This Agreement is made and entered into in the Province of British Columbia by and between the Union of B.C. Performers (hereinafter referred to as the "Union"), which is the British Columbia Branch of the ACTRA Performers Guild with principal offices at 300 - 856 Homer Street, Vancouver, BC, V6B 2W5 and the signatory Individuals, Persons, Partnerships, Firms, or Corporations listed in Appendix "A", and those added from time to time to this Agreement by virtue of executing the signing page on page 68, or an Acceptance Agreement as per Appendix "B", and added to Appendix "A" (hereinafter referred to collectively as the "Producers" or separately as "Producer"). The Producers and the Union (hereinafter referred to as the "Parties") agree to the following:

SECTION A

GENERAL CLAUSES

ARTICLE A1 - UNION RECOGNITION AND APPLICATION

A101 Union Recognition

The Producer recognizes the Union as the exclusive bargaining agent for Performers with respect to all terms and conditions contemplated by this Agreement. It is further recognized that the Union has exclusive jurisdiction in all recorded Productions within the Scope of Agreement described in A102 below, which are produced in British Columbia and the Territory of the Yukon. It is acknowledged and agreed that the Union represents a majority of the Performers in the bargaining unit, and that the Union shall be the sole and exclusive bargaining agent for all Performers in the bargaining unit.

A102 Scope of Agreement

This Agreement applies to Performers engaged in the production of Theatrical or other Motion Pictures, episodic television Series (including Pilots), Mini Series and Made-for-Television Movies (MOWs) for Network Television, Syndicated Television, Cable Television, Pay Television, and Compact Devices.

A103 Future Negotiations on Scope of Agreement

When a Producer is engaged in any other Production outside the Scope of this Agreement, the Producer and the Union shall enter into negotiations with a view to concluding promptly an agreement for separate rates and other provisions for those Productions. The Parties agree to commence such negotiations within five (5) days of the written request from either party.

A104 Minimum Terms

This Agreement sets forth the minimum rates and working conditions under which Performers may be engaged in recorded Production within the Scope of Agreement, which are produced in British Columbia or the Territory of the Yukon except as provided in Article A111 below. No person engaged in any category of performance within the Scope of this Agreement shall be compensated at rates or fees less than those provided herein or subject to working conditions that are less favourable than the provisions of this Agreement.

A105 Agreement in Whole

This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the Parties with respect to the Production produced pursuant hereto, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein. No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the parties to be bound thereby.

A106 Rights of Producer

Except to the extent modified in this Agreement, all rights and prerogatives of management, administration and direction are retained by the Producer and may be exercised by the Producer as it, in its discretion, sees fit. Without limiting the generality of the foregoing, the Producer's rights shall include:

- (a) the right to maintain efficiency, discipline and order, and to discipline and discharge Performers in accordance with this Agreement; and,
- (b) the right to select and hire Performers and other personnel; the right to establish the methods and means of production, including determining the qualification of personnel, the hours and dates personnel are required, and the location and standards of performance; methods used to ensure security of the Producer's property; and generally the right to conduct its business the most effective way it sees fit, without interference.

All of these rights are exercised subject to the terms of this Agreement.

A107 Laws of British Columbia Apply

This Agreement is made and entered into in the Province of British Columbia and in all respects the laws of British Columbia will apply.

A108 The Union

For the purposes of this Agreement its appendices, forms, or other related material, the term "the Union" refers to the Union of B.C. Performers, which is the British Columbia Branch of the ACTRA Performers Guild, Suite 300 - 856 Homer Street, Vancouver, B.C. V6B 2W5.

A109 Employment Legislation

The Producer agrees to comply with all provisions of applicable legislation including Employment Standards, Labour Relations and Human Rights Legislation. The Producer shall register with the Workers' Compensation Board, or any like administrative tribunal in a jurisdiction other than British Columbia. The Producer agrees that to the extent legally possible all Performers shall be included in the Producer Workers' Compensation registration and coverage.

A110 Conflict With Laws

- (a) If any federal or provincial law invalidates or supersedes any clause in this Agreement, the law shall prevail over the clause. However, the other provisions of this Agreement shall remain in full force and effect. If any clause is declared invalid, it is further agreed that the parties shall meet to negotiate in good faith a replacement clause which shall be valid and which shall replace the clause declared invalid.
- (b) If the parties do not agree on a mutually satisfactory replacement clause within thirty (30) calendar days, then either party may immediately submit the dispute to regular arbitration.

A111 Territorial Jurisdiction and Application of this Agreement

The territorial jurisdiction of the Union includes and the provisions of this Agreement shall apply to the Province of British Columbia and the Territory of the Yukon.

- (a) The Union continues to be the Performer(s) exclusive bargaining agent and representative, notwithstanding that the Performer(s) is required to perform duties outside of the British Columbia or the Yukon. This Agreement applies to any Performer assigned by a producer to perform services outside British Columbia or the Yukon unless the Performer is covered by another collective agreement with another labour organization specific to that production at that location.
- (b) Before assigning a Performer to perform duties at a location outside of Canada, the Producer will sign a written individual contract with that person. The individual contract must specify the duration of assignment, rate of pay, working conditions, payment of expenses, accommodation arrangement, and it may include any other pertinent information or other terms and conditions of engagement no less favorable than those provided under this Agreement.

A112 Enabling Provision

The Producers and the Union will continually monitor the effectiveness of this Agreement during its term in order to assure the work opportunities for the Performers and the competitive position of the Producers. The Union will review a request from the Producer(s) for any modifications in the terms and conditions of this Agreement intended to preserve work opportunities for Performers. The Union shall make reasonable efforts to respond to a request for modification within three business days of receipt of the request or any extension thereof by mutual agreement. The Executive Board of the Union is authorized to approve and implement such modifications as it deems necessary and in the best interests of the Parties. Any such

modifications to this Agreement shall be by Letter of Understanding and may be for one production, for a type of Production, for a specific area, or for a specific period of time. A copy of any Letter of Understanding will be provided to the Producer and a designated representative thereof.

A113 Money Defined

All references to "dollars" or money rates of any kind in this Agreement, including its Appendices are in Canadian Dollars except as expressly provided otherwise hereunder.

A114 Successorship

This Agreement shall be binding upon the Union and the Producer signatory hereto and upon its subsidiaries engaged in the production of theatrical motion pictures and television motion pictures in British Columbia during the Term of this Agreement, in which subsidiaries the Producer has a fifty percent (50%) or more financial interest, and upon all parties who by reason of mergers, consolidations, reorganizations, sale, assignment or the like during the Term of this Agreement shall succeed to or become entitled to more than fifty percent (50%) of the Producer's business of producing such motion pictures in British Columbia. The parent of the Producer and any affiliate of such parent shall not be deemed a successor of or entitled to such business of the Producer solely because such parent and/or affiliate hold stock or equity interest in the Producer or any successor to the Producer. This paragraph shall not be applicable to the sale or assignment of distribution rights.

A115 Notice to Successor(s)

The Producer shall give notice of the existence of this Agreement to any successor, purchaser, assignee, transferee, or lessee, or the like, of the business and operation covered by this Agreement. The notice shall be in writing with a copy to the Union, and shall be given no later than the time the Producer executes a lease or other transfer device.

A116 Capitalized Words

Capitalized words generally indicate that the terms are defined in Article A2, A3, D2 or elsewhere in this Agreement.

A117 Gender and Number

Where the context so requires, the feminine gender shall include the masculine or neuter, and the masculine or neuter the feminine and the singular shall include the plural and the plural the singular.

A118 Consultation Committee to be Established Upon Request

- (a) On the request of either Party a Consultation Committee shall be established and shall meet regularly during the term of this Agreement to discuss work-related issues that affect the Parties or any Performer covered by this Agreement.
- (b) The purpose of the Consultation Committee is to promote the co-operative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work-related skills, and to promote workplace productivity.
- (c) The Consultation Committee shall be comprised of an equal number of representatives of the Producer(s) and the Union.

ARTICLE A2 - PERFORMER DEFINITIONS

A201 Actor means a Performer engaged to speak or mime five (5) lines or less of dialogue or an actor whose performance constitutes an Individual Characterization (as defined in Article A324) notwithstanding the absence of dialogue.

A202 Animation Performer means a Performer engaged to voice a Role or Roles off camera in an animated Production or Productions.

A203 Announcer means a Performer engaged to deliver continuity or a message other than a commercial.

A204 Associate Stunt Coordinator

The Producer agrees that, on all Productions which qualify as Canadian content and on which a non-Canadian Stunt Coordinator is engaged, (subject to Article A6) the Producer shall also engage a Canadian Stunt Coordinator as an Associate Stunt Coordinator whose terms and conditions of engagement shall be no less than those specified herein for the category of Stunt Coordinator.

A205 Background Performer

See Article D2 for definitions.

A206 Choreographer means a Performer who creates and/or stages dance numbers.**A207 Chorus Performer** means a Performer engaged to appear in a Program in any combination of two or more of the categories of Group Singer, Group Dancer or Actor.**A208** (a) **Dancer** means a dancer, skater, or swimmer who is professionally qualified by training and/or experience to perform choreographed routines requiring rehearsal, such as ballet, chorus dancing, modern dancing, tap dancing, jazz dancing, acrobatic dancing, exhibition-level dancing, swimming, or skating.

(b) **Group Dancer** means one of two (2) or more Dancers, except duos engaged in dance.

A209 Extras

See Background Performers Article D2 for definitions.

A210 Host means a Performer who introduces or links segments of a Program. Included among the categories of Host are:

- (a) Master of Ceremonies
- (b) Moderator
- (c) Quiz Master
- (d) Interviewer

A211 Model means a Performer engaged to display or physically illustrate a product, idea or service in a live action production, (*i.e.*, not prop shots).**A212 Narrator or Commentator** means a Performer engaged to perform narrative material or commentary on- or off-camera.**A213 Off-Camera Performer** means a Performer other than an off-camera Narrator or Commentator, or Animation Performer engaged to execute or interpret a role in a dramatic form of presentation off-camera.**A214 Panelist** means a member of a group expressing an opinion.**A215 Performer** means a Member or permittee of the Union who is engaged under the terms of this Agreement.

- (a) The following persons engaged to appear in a Program may be excluded from the terms of this Agreement.
 - (i) A member of the armed forces of Canada when appearing in any Program primarily for the purpose of displaying military ceremony or for the purpose of recruitment, education or information relating to the armed forces.
 - (ii) A person performing as an instrumentalist, musician or conductor of a band, chorus or choir, who is within the jurisdiction of the American Federation of Musicians.
 - (iii) A member of the public appearing incidentally as part of a public event or as a member of a studio audience, providing such person does not receive individual coaching or direction.
 - (iv) A person or persons performing their regular employment duties or professional duties (other than Performers) at their regular place or places for performing such duties; or persons pursuing their normal activities in or about their place of abode, except when

- such person or persons are rehearsed or directed so as to provide individual characterization.
- (v) A contestant participating in a quiz Program or game Program, except when such contestant is rehearsed to develop an individual characterization.
 - (b) The following persons shall be **excluded** from the rates and conditions of this Agreement in production of Documentary and Industrial Programs only:
 - (i) Persons holding or candidates for public office appearing as themselves in a Program.
 - (ii) Non-professional choirs, choruses, dancing groups and other non-professional groups of ethnic, religious, educational, cultural, or philanthropic organizations, not operated for the profit of its individual members.
 - (iii) Persons appearing in a single Production in relation to news, education or public affairs, or because they are specialists whose regular employment or whose activity is in the field in which they report or comment such as government employees, college professors, or members of a recognized profession provided, however, that they shall be limited to three (3) occasions in any calendar year.
 - (iv) Members of the armed forces; inmates of institutions such as schools, hospitals, or prisons; or undirected and unpaid members of the public.

When a Member of the Union is engaged in the above excluded categories, the rates and conditions of this Agreement shall apply.

- A216 Principal Actor** means a Performer engaged to speak or mime six (6) or more Lines of Dialogue or a Performer engaged to perform a major Role without dialogue (*e.g.*, The Ghost of Christmas Future.)
- A217 Puppeteer** means a Performer who manipulates hand puppets or marionettes and in this definition "manipulating" means the movement, placing and positioning of a hand puppet, or marionette.
- A218** (a) **Singer** means a singer who is professionally qualified by training and/or experience. Non-professional singing, such as by Background Performers, is excluded from this definition (*e.g.*, a group of Background Performers singing "Happy Birthday").
- (b) **Group Singer** means one of two (2) or more Singers except duos.
- A219 Specialty Act** means any act, either individual or a group, which is available, except for camera rehearsals, as a rehearsed entity ready for performance prior to an engagement.
- A220 Sportscaster** means a Performer who does play-by-play description of a sporting event or who reports or announces what has transpired, is transpiring or is to transpire in the sporting field, or an Announcer specializing in sports or commenting thereon.
- A221 Stunt Actor** means a Stunt Performer who is engaged to play a Role, which may include up to ten words, and who performs stunt work.
- A222 Stunt Coordinator**
Under the direction of the Producer or its designee, the Stunt Coordinator is responsible for the casting and supervision of Stunt Performers, the coordination of stunts and/or action sequences, and the coordination of Performer action as required. The Stunt Coordinator employed under this Agreement must be a Member of the Union.
- A223 Stunt Performer** means a Performer specially trained and knowledgeable in the performance of stunt work, as the term is generally understood in the industry, relating to a performance which would be considered dangerous if not performed by a Performer with such special training.
- A224 Variety Principal** means a Performer engaged to appear in any combination of the categories Actor, Singer, Host, Dancer, or Puppeteer.
- A225 Vocal or Dialogue Coach** means someone engaged to coach Performers either in vocal or script delivery techniques.

ARTICLE A3 - DEFINITION OF TERMS

A301 **Terms to be Given Common Industry Meaning**

Unless otherwise specifically defined herein, the terms used shall be given the common meaning in the motion picture industry. Unless the context requires otherwise, words denoting the singular shall include the plural and vice versa; words denoting one gender shall include all genders.

A302 Above Minimum Fee or Over-scale is the fee or fees which a Performer has contracted at rates in excess of the minimum fees and terms provided in this Agreement.

A303 ADR means Additional Dialogue Recording. (See Post Synchronization.)

A304 Agreement means this Agreement, all the Appendices attached to this Agreement, any signed Letter(s) of Modification and all individual contracts of engagement.

A305 Audition or Interview means the visual and/or oral assessment by the Producer, live or recorded, of a Performer, or a group of Performers, for the purpose of determining his, her or their ability, talent, physical attributes and/or suitability for inclusion in a Production.

A306 Availability Inquiry means an approach to a Performer regarding his/her interest and/or availability for an engagement.

A307 Billboard means an off-camera qualifying message on behalf of an advertiser that contains descriptive selling words or phrases qualifying the actual mention of the advertiser's name, product, services or outlets and occurs either at the opening or closing of a Program.

A308 Booking means verbal or written notification to a Performer and verbal or written acceptance by him/her of an engagement on a definite or approximate date or dates. This Booking creates the obligation upon the Producer to engage the Performer, and the obligation upon the Performer to carry out the engagement.

A309 Bumper means a short non-commercial announcement in the nature of "we'll be right back."

A310 Cable Television means the exhibition of a Production on television by means of cable, satellite, master antenna, or any combination thereof, where the signal embodying the Production is packaged with other signals or programming services for which a single fee is charged for all or some of such signals or services. Cable Television use includes "basic cable" channels and "specialty" channels but does not include Network Television, Syndicated Television, or Pay Television, even where the pay television option is only available to cable subscribers. Pay Television and pay-per-view television are uses in addition to Cable Television or Basic Cable.

A311 Call or Call Time means the place and hour of commencement of work for a Performer.

A312 Compact Device means the distribution of a Production by manufacturing and selling or renting copies of a Production on tape, disc, cassette, laser disc, CD-ROM or any other similar format intended primarily for private, in home exhibition.

A313 Contracted Fee means the fee for services contracted and the guaranteed work time specified in the contract of the individual Performer.

A314 Copyright Holder means the individual company, corporation or organization in which all original rights to exhibit, sell, lease, rent, reproduce, or otherwise dispose of a Program or Series of Programs are vested, including ownership of the original tapes or films and sound tracks.

A315 Distant Location means a location on which the Performer is required to remain away from the Studio Zone and be lodged overnight.

- A316 Documentary Program** means an information Program that is not designed to be purely entertainment and which may include drama or variety techniques in achieving its information goal.
- A317 Domestic Run** means the release of a Program, either simultaneously or not, once in any or all cities or areas in Canada served by television stations. (N.B. A release on a station in the same city or area in English and French does not constitute a re-run.)
- A318 Dubbing** means the voice synchronization by a Performer off-camera to match the on-camera performance of another Performer in an existing Program originally produced and exhibited in a language other than English.
- A319 Educational Television** means curriculum-based Production not subject to resale or barter by a public, private, or educational broadcaster. In the event of such sale or barter, the use shall be considered Syndicated Television.
- A320 Engagement** and employment are used interchangeably for the purposes of this Agreement.
- A321 Episode** means one Program, complete in itself but forming part of a Series.
- A322 Free Television** means exhibition defined as Network and/or Syndicated Television.
- A323 Gross Fee** means total compensation paid to a Performer during the production of a Program exclusive of monies paid by a Producer for expenses, such as per diem allowances or travel costs as agreed.
- A324 Individual Characterization** means that the Performer is:
- (a) either addressed individually by a Principal Actor or is alone in the scene; and
 - (b) is given substantial individual direction which requires action or reaction that goes beyond the expected range of normal behavior; and
 - (c) such action is central to the story line.
- The mere fact that the conspicuous behavior so requested has not been scripted in advance or that the individual performing such behavior is given a "character," name, title, a uniform or special make-up shall not of itself constitute individual characterization. Determination of Individual Characterization will be made only after consideration of all the above components or any combination thereof in the context of the entire sequence. Disputes concerning Individual Characterization shall be resolved pursuant to A1008 of this Agreement.
- A325 Industrial Program** means a Program which is not less than three (3) minutes in length and which is produced to promote directly or indirectly the image of an organization or to promote the use of its products or services, or to offer training in the use of its products or services, or to provide education or instruction, but is not intended for broadcast on television.
- A326 Interstitial** means filler material which in itself does not constitute a Program and which is produced (excluding commercials, Billboards and Public Service Announcements) for the purpose of filling short periods of time between main items of programming.
- A327 Line of Dialogue** means a line of script of ten (10) words or less including directed but unscripted dialogue.
- A328 Lip Synchronization** means the voice synchronization by a Performer off-camera to match the on-camera performance of another Performer including incidental voice synchronization of other languages.
- A329 Made-for-Television Movie (MOW)** means a motion picture drama of sixty-one (61) minutes or more in length intended primarily for television release.
- A330 Member** means a member of the Union of B.C. Performers or the ACTRA Performers Guild.

- A331 Mini Series** means a single Program (*i.e.*, a Single Unit) of predetermined length intended for broadcast in segments and which has a single essential storyline beginning in the first segment and concluding in the last.
- A332 Motion Picture** means and includes, and has always meant and included, motion pictures, whether made on or by film, tape, or other media or transferred from tape to film or film to tape or other media, of any gauge or size or type, whether for public or private showings, and whether produced by means of motion picture cameras, electronic cameras, or devices, or any combination of the foregoing, or any other means, methods, or devices whether now known or developed in the future.
- A333 Nearby Location** means a location outside of the Studio Zone on which Performers are not lodged overnight but return to the Studio Zone at the end of the work day.
- A334 Net Fee** means the fees which are earned by a Performer on days during which Performers work in front of the camera or microphone, including blocking and ADR and which are used for the purpose of calculating residuals and Use Payments. For greater certainty:
- (a) The following fees are **included** in the calculation of *Net Fees*: Fees earned for any contracted day of work, *i.e.*, fees earned for the minimum eight hour work day and any Rehearsal, makeup/hair dress/wardrobe, and overtime on such day. For clarity, fees earned on a contracted day of work in which a Performer reports for work, but does not actually go in front of the camera or microphone, for whatever reasons (delay caused by technical difficulty, etc.) shall be considered to be part of *Net Fees*.
 - (b) The following are **excluded** in the calculation of *Net Fees*: Prop shots, meal penalties, travel time (except when travel is part of an eight hour work day), penalties for violation of the Rest between Days (A1301), Rehearsals and Reading Sessions (except, as in a. above, on a work day), cancellations or postponements that are in accordance with A19, Hold Overs on Location (A1801), talent Audition fees, late payment penalties, wardrobe fitting or special make-up (except, as in a. above, on a work day), and expense monies, such as per diem allowances, travel costs as agreed etc.
- A335 Network Television** in Canada "Network" shall mean CBC, CTV, and any other entity so designated by the Canadian Radio-television and Telecommunications Commission ("CRTC"). In the United States it shall mean ABC, CBS, and NBC, and any other entity so designated by the Federal Communications Commission ("FCC"). In other countries "Network" shall mean a station, telecast channel, or group of stations which are connected so as to provide nation-wide market penetration by a single entity or through simultaneous transmission of a motion picture(s).
- A336 Non-Theatrical** means the distribution in all formats in all media except Theatrical, Network Television, Syndicated Television, Pay Television, Cable Television, Compact Devices and those uses addressed in C102 of this Agreement.
- A337 Pay-Television** means the exhibition of a Program on a television receiver by a Pay-Television network operator or single station distributed by means of broadcast, Cable, closed circuit, Direct Broadcast Satellite (DBS) or any other form of distribution whether in conventional, scrambled, encoded or otherwise altered form where there is a requirement that the audience shall make a payment to receive such Program. Such payment may be in the form of (i) a separate amount for each Program or portion thereof, or (ii) a payment to receive a dedicated Pay-Television channel which payment is made either in addition to the regular or basic Cable TV subscription fee, or to the proprietor of a free standing microwave distribution system, or a satellite master antenna television distribution system (SMATV) which distributes the said channel. Exhibition in theatres or comparable places is Theatrical exhibition and shall not be considered Pay-Television.
- A338 Pilot Program** means a motion picture produced as one of a projected Series to determine whether to produce the Series later.

- A339 Post-Synchronization** means the voice synchronization by a Performer of his/her voice to his/her own on-camera performance.
- A340 Producer** means the individual, company, corporation or organization which controls, administers, directs and is responsible for the production of any Program, whether or not s/he or it is or will be the Copyright Holder of the finished Program.
- A341 Production/Program** means any audio/visual work embodying the services and results of Performers whether this work is fixed on film, tape, or otherwise and includes, but is not limited to each Episode of a Series, a Pilot, etc., regardless of the method of delivery.
- A342 Production Meeting**
When the Producer requests a Performer to attend a Meeting to discuss the Performer's Role/character. (See also A2307.)
- A343 Public Service Announcement** means a short recorded announcement for which the showing or broadcast time is donated by the exhibitor or broadcaster.
- A344 Reading Session**
When the Producer requests a Performer to attend a script reading session with other cast members for the benefit of the writer and/or director. (See also A2305.)
- A345 Rehearsal**
Performers may be called for Rehearsals which involve the reading of lines with blocking and other staging movements. Subject to the agreement of the Performers concerned, there may be temporary preservation of Rehearsal performance. Use of such preserved performance is prohibited. Further, the recording shall be destroyed when it has served its assessment function. (See also A2306.)
- A346 Residual Market** means a market in which the Production is exploited, apart from the market that is included in the Declared Use.
- A347 Risk Performance** means the undertaking of any action by a Performer (other than a Stunt Performer engaged to perform a stunt or stunts) which could be considered dangerous and beyond the Performer's general experience or the placing of the Performer in a position which would normally be considered hazardous.
- A348 Role** means the part to be portrayed by a Performer.
- A349 Series** means Episodes of a television motion picture produced as a group.
- (a) **Episodic Series** means a sequence of Programs each complete in itself but held together by the same title or identifying device common to all the Programs in the sequence, plus a character or characters common to many or all of the Programs in the Series.
 - (b) **Serial** means a sequence of Programs in which the same characters carry on a continuing narrative.
 - (c) **Anthology Series** means a sequence of Programs each of which contains a separate complete story or other complete Program entity, without a character or characters common to each of the Series but held together by the same title, trade name or mark or identifying device or personality common to all the Programs in the series. A continuing Host shall not be considered a character common to each of the Programs in the Series.
- A350 Single Unit** means a Program intended for broadcast as a single show, broadcast or exhibition or Program, and not as a part of an Anthology Series, Episodic Series, or Serial.
- A351 Studio Zone** (See Appendix "N")
- (a) The Vancouver Studio Zone shall be viewed as a grid, the boundaries of which are:
 - On the West, the shoreline;

- On the North, from the northern municipal boundary of the District of West Vancouver eastward along the northern municipal boundary of the District of North Vancouver to the end of the road at Seymour Dam, then continuing eastward to the eastern shoreline of Coquitlam Lake;
 - On the East, 122 degrees/45 minutes longitude southwest to a point of intersection with the 5L82 BC Hydro power line, then southeast following that power line to a point intersecting the end of the paved road at the northern boundary of Minnekda Park, then continuing east to the western shore of the Pitt River, then following the Western shore of the Pitt River heading southwest to the south shore of the Fraser River near Douglas Island, then along the south shore of the Fraser River to the point where it intersects the longitude of 200th Street in Langely, B.C.; and
 - On the South, the Canada/U.S. border.
- (b) The Studio Zone for Greater Victoria is the area of land inside the boundaries of the following communities: North Saanich; Sidney; Central Saanich; Saanich; Victoria; Oak Bay; Highlands; View Royal; Esquimalt; Langford; Colwood; and Metchosin.

In addition to the above, the Studio Zone for Greater Victoria will include: an extension west of Metchosin which will include the area of land inside the boundaries of Highway 14 (Sooke Road), Gillespie Road, and East Sooke Road; and an extension north of Langford along Highway One which will include the area inside the boundaries of: the shoreline on the East; Shawnigan Lake Mill Bay Road on the North; and West Shawnigan Lake on the West.

The parties hereby confirm that the foregoing paragraph establishing the Studio Zone for Greater Victoria will include only land area as described above that is part of the mainland of Vancouver Island and is accessible by a regular motor passenger vehicle without the assistance of a ferry or other water transportation vehicle or device.

- (c) For Distant Locations, the Employer may designate, after consulting with the UBCP, an additional Studio Zone for an area within a circle having a radius of up to twenty-five (25) kilometres but not to exceed an average driving time of thirty (30) minutes, centered around and measured from the nearest municipal hall. Such Studio Zone may not overlap the Vancouver or Victoria Studio Zones.

A352 Substantial Snack means a selection of food items to make sandwiches, as well as a selection of hot and cold beverages. During the winter, at least one food item shall be hot or warm. Access to the craft services table containing such items shall constitute a Substantial Snack.

A353 Syndicated Television means exhibition on television, broadcast by UHF or VHF, other than Network Television.

A354 Theatrical means an entertainment motion picture generally sixty-one (61) minutes or more in length produced primarily for exhibition in theatres or comparable places when a charge, by any method, is paid by the viewing audience. The limited exhibition of any motion picture at a film festival, a charitable exhibition, or promotional exhibition when no direct admission is charged for the exclusive viewing of the film, shall not be considered a theatrical release.

A355 Use Fees includes residuals, prepayment of residuals, royalty payments, and other payments made as a result of sale, trade, rental, distribution, or other exploitation of a Program, an audio or visual segment of a Program, or its characters, and includes all payments or fees contemplated by Section C of this Agreement.

A356 Use(s) shall mean the exhibition or broadcast of a Production on:

- (a) Free Television:
 - (i) Network Television
 - (ii) Syndicated Television
- (b) Cable Television
- (c) Pay Television

- (d) Theatrical
- (e) Non-Theatrical
- (f) Compact Devices
- (g) Educational Television

A357 Variety Program means a Program that consists of songs, music, dances, sketches, vignettes, blackouts and similar material, ordinarily as a mixture of some or all of such elements.

ARTICLE A4 - OBLIGATIONS OF PRODUCER

A401 Preference of Engagement

The Producer shall give preference of engagement to members of the Union. For the purposes of this Article, Apprentice members shall be considered members of the Union except as provided for in Article D301(a).

A402 Policy of Equal Opportunities

- (a) **Non-Discrimination.** The Producer agrees that it shall not discriminate, against or engage in any harassment of any Performer for reasons based on race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age, union membership or activity, or any other basis prohibited by applicable federal, provincial, or territorial law.
- (b) The Performer and the Union agree that neither will discriminate against any Producer or fellow Performer or refuse to work for any Producer or with any Performer because of age, race, sex, creed, colour or national origin.

A403 Affirmative Action

All Roles in a Production shall be open to all Performers regardless of age, sex, race, creed or national origin, except those Roles which may be restricted because of specific requirements. In initiating casting sessions, Producers shall indicate, as known, those Roles which are so restricted.

A404 Anti-Union Discrimination Prohibited

The Producer shall not discriminate against or intimidate any Performer for reasons of membership in the Union or for Union activity outside working hours or for the exercise of rights in this Agreement or in legislation.

A405 All Performers to be Members or Permittees

The Producer shall not require a Performer to work in any Production with anyone who is not either a member of the Union or the holder of a work permit issued by the Union. However, a Performer may participate in any Production with persons covered by the exclusions of this Agreement. (See Article A215)

A406 Risk of Artistic Competence

The Producer assumes the risk of artistic competence of a Performer.

A407 Production Information

The Producer shall submit to the Union office not later than forty-eight (48) hours whenever possible and in any event not less than twenty-four (24) hours, prior to the first scheduled working day, the following information when known, on the form reproduced in Appendix "C":

- (a) Name of Producer.
- (b) Title of Production, type of Production, and number of Episodes (if applicable).
- (c) Production dates and location(s).
- (d) Cast list of Performers.
- (e) Persons or groups for whom work permits are required.
- (f) Name of production liaison [see A414(b)].

- (g) Names of all Minors engaged and name and contact number of Tutor (see Article A27). This requirement shall be satisfied by forwarding to the Union copies of all Employment Standards Branch Child Employment Applications and Permits.
 - (h) Names of Performers engaged to appear nude.
 - (i) The production company's distant location, telephone, and fax numbers, if any.
 - (j) Names of all Performers engaged on contracts other than UBCP contracts.
- Upon request, the Union shall be provided with a copy of the script plus any revisions thereto.

A408 No Casting Fees Permitted

No person, firm, or corporation engaged or subcontracted by the Producer to cast, hire, employ, or otherwise engage Performers (including Background Performers) may be engaged by a Producer if the effect is to avoid the requirements of this Agreement. In particular, an agency, person, firm, or corporation hired or otherwise engaged by the Producer, whether for compensation or gratuitously, to contract a Performer or a group of Performers may not charge a fee to the Performer(s) if the effect of this fee would be to compensate the Performer(s) at rates or conditions below the minimums of this Agreement.

A409 Right to Negotiate Above Minimum Terms

The Producer shall not restrict the right of the Performer to negotiate terms (including rates or fees) and conditions in excess of the minimum provisions of this Agreement. Oral and/or written notices, advising that the Producer is only offering minimum fees may not be issued prior to the conclusion of the audition process.

A410 Assignment of Wages

Except as otherwise provided in this Agreement, all payments shall be made directly to the Performer unless written authorization has been received by the Producer from such Performer authorizing payment to another party. Payment will also be made to another party in the event of a Court Order.

A411 Administration Fee*

- (a) The Producer shall assist in defraying the cost of administering the terms of this Agreement by paying an administration fee to the Union. The administration fee payable shall be three percent (3%) of the minimum fees (inclusive of overtime and Use Fees) in this Agreement paid to all Performers (both members and non-members) engaged for the production of a Program up to the following maximum amounts:
 - (i) \$3,000 for each Episode of a Series
 - (ii) \$6,000 for each Made-for-Television Movie (MOW)
 - (iii) \$6,000 for each two (2) hour segment of a Mini-Series
 - (iv) \$6,000 for made-for-video productions (*i.e.*, productions first released on compact device)
 - (v) \$20,000 for each Theatrical Motion Picture.
- (b) In addition to the administration fee payable pursuant to A411(a), each Producer, with the exception of those Producers associated with a member of the Alliance of Motion Picture and Television Producers (AMPTP) in Encino, California, will pay an administration fee to the B.C. Producer's Branch of the Canadian Film and Television Production Association (BCCFTPA). If the Producer is a member in good standing of the BCCFTPA as of the date of remittance of the fee (which membership in good standing shall be confirmed by the Association by written notice), an additional one percent (1%) of the minimum fees to a maximum of one thousand five hundred dollars (\$1,500) per Production or Episode, shall be remitted to the Association by the Producer. If the Producer is not a member in good standing of the BCCFTPA the administration fee shall be two percent (2%) with no maximum.
- (c) There shall be no administration fee for pilots and the first six (6) episodes of a series, excluding the pilot.

* Effective no later than April 1, 2004, the administration fee provisions contained in A411(a) through (c) will be replaced by the administration fee provisions contained in A411(e) through (l).

- (d) Effective no later than April 1, 2004, the administration fee provisions set forth in A411(e) through (l), below shall be applicable in lieu of the administration fee provisions contained in A411(a) through (c), above.

(e) **UBCP Fees**

The Producer shall assist in defraying the cost of administering the terms of this Agreement by paying to the Union as an administration fee, if the Producer is a Member in Good Standing of the CFTPA or an affiliate of the AMPTP (the "Associations") as of the date of the remittance of the administration fee, a sum equal to one percent (1%) of the Gross Fees paid to all Performers ("Gross Performers' Fees") engaged by the Producer for the Production to a maximum of one thousand five hundred dollars (\$1,500) per Production or Episode. However, if the Gross Performers' Fees in respect of a Production (excluding a Series) exceeds two million dollars (\$2,000,000), the above-noted maximum administration fee shall be three thousand dollars (\$3,000).

There shall be no administration fee for pilots of up to one (1) hour in length. The Union will give good faith consideration to requests from Producers to extend this provision to pilots which are more than one (1) hour in length.

(f) **CFTPA Fees**

If the Producer is a Member in Good Standing of the CFTPA as of the date of the remittance of the administration fee, the Producer shall pay a sum equal to one percent (1%) of the Gross Performers' Fees, to a maximum of three thousand dollars (\$3,000) per Production or Episode, to the B.C. Branch of the CFTPA. However, if the Gross Performers' Fees in respect of a Production (excluding a Series) exceeds two million dollars (\$2,000,000), the above-noted maximum administration fee shall be five thousand dollars (\$5,000). This provision may not be reduced or waived without the written agreement of the B.C. Branch of the CFTPA.

(g) **AMPTP Fees**

A Producer who is an affiliate of the AMPTP shall pay any levies which may be due to the AMPTP directly to the AMPTP.

(h) **Non-Member Producer**

If the Producer is not a Member in Good Standing of the CFTPA or an affiliate of the AMPTP as of the date of the remittance of the administration fee, a sum equal to four percent (4%) of the Gross Performers' Fees, with no maximum for any Production or Episode, shall be sent directly to the Union. All amounts collected under this paragraph shall be divided as follows: fifty percent (50%) shall be retained by the Union and fifty percent (50%) shall be paid to the B.C. Branch of the CFTPA. The Union shall remit the CFTPA's share of the administration fee collected pursuant to this paragraph, itemized by Production to the B.C. Branch of the CFTPA within thirty (30) days of the end of each calendar quarter. This provision may not be reduced or waived without the written agreement of both the Union and the B.C. Branch of the CFTPA.

- (i) These fees shall be computed by the Producer on a weekly basis and sent to the Union office, or the appropriate association, with a complete remittance breakdown at the same time that Insurance and Retirement remittances are made under Article A37.

- (j) A Member in Good Standing of the CFTPA is defined as a member whose payments to the Association for membership dues and administration fees are up to date.

- (k) The Union will send to the Associations, on an ongoing basis, a list of all Productions containing the title of the Production, the name and address of the Producer, the shooting dates, location, and the Producer's Association membership as declared.

(l) **UBCP Residuals Administration Fee**

To partially defray the cost of monitoring and enforcing the provisions of Section 'C' of this Agreement, each Producer shall remit to the Union 0.5% of Gross Fees paid to all Performers engaged in the production of a Production. The parties agree that the amount of the residuals administration fee payable hereunder, shall be subject to the following maximums:

For a Television Series: \$250 per Episode, subject to a maximum of \$1,500 per season:

For any other Production: \$1,500

A412 Assignment of Wages to pay Union Dues

- (a) Pursuant to the *Labour Relations Code*, S.B.C. 1992, ch. 82, s. 16, and the *Employment Standards Act*, S.B.C. 1995, ch. 38, s. 22, the Producer and the Union agree that the Producer will honour a Performer's written assignment of wages to the Union unless the assignment is declared null and void by the B.C. Labour Relations Board or is revoked in writing by the assignor. The Producer will also deduct, upon request of the Union, any fines, assessments or arrears in membership dues that are not prohibited by the *Labour Relations Code*. The Producer will remit to the Union the fees and dues deducted along with a written statement containing the names of Performers for whom deductions were made, the amount of each deduction along with a copy of any revocation of the assignment. The Union shall hold the Producer harmless for any costs or damages arising from the fines, assessments or membership dues deducted by the Producer.
- (b) This provision shall not apply to members of any other labour organization who are engaged under the collective agreement of their home labour organization.

A413 Subcontractor

The Producer shall require any "subcontractor" engaged to carry out any of the functions required to make or exploit a Production in British Columbia and Yukon to apply rates which are not less than the rates set forth in this Agreement and to adhere to all the other terms and conditions of this Agreement. This requirement shall be a condition of engagement of such a subcontractor, and the Producer shall be liable in the event of a breach by this person, firm, or corporation. Notwithstanding the foregoing the Producer may contract with any person to perform specialized work such as, but not limited to aerial, underwater, or miniature work. Before contracting with any person to perform specialized work, the Producer will engage in a discussion with the Union, (which may include, where practicable, a meeting at the Union's request) of the reasons for contracting out such specialized work. This Article A413 does not apply to stock footage.

A414 Production Records

- (a) The Producer shall maintain complete and accurate records with respect to Performers. Such records shall include the following:
 - (i) Name of Performer or Performers engaged and categories of performance.
 - (ii) Date or dates of services rendered by a Performer or Performers.
 - (iii) Amount paid for such services.
 - (iv) The hours worked.
 - (v) The name and number of the Program or Episode in a Series of Programs (where applicable).
 - (vi) The date of the first Use in each medium and the release title of the Production (when different from the working title).
 - (vii) Any re-use of a Program, by providing dates and nature of re-use or and payments made to the Union and the Performers concerned.
 - (viii) Daily call sheets (if such call sheets are not available, such information as normally included in the call sheet(s) will be supplied to the Union or its designated representative).
 - (ix) A copy of the script and all script changes.
 - (x) Description(s) of stunts.
 - (xi) Updates of the shooting schedule.
 - (xii) Casting notices/ breakdown.
- (b) The Producer shall advise the Union of the name of the person having responsibility for production liaison with Performers engaged for a Program. The production liaison shall attempt to redress Performer complaints and shall work with the Union Steward to resolve disputes.
- (c) When requested by the Union, the Producer shall furnish the Union with a copy of such information relating to any designated Performer in a Production concerning any or all of the aforementioned matters. To facilitate the maintenance of such information, the Producer shall be supplied with Performers Time Report forms by the Union as reproduced in Appendix "D", and shall ensure that such forms be available to the Performers at the location of work.

A415 Performance Bond

- (a) The Union is entitled to require a Producer to post with the Union, no sooner than thirty (30) days prior to the commencement of work by Performers, a performance bond in the amount of thirty five thousand dollars (\$35,000), (unless another amount is mutually agreed upon by the Parties) or such amount sufficient to cover:
 - (i) two (2) weeks Performer payroll (to be based upon the production schedule provided by the Producer); and
 - (ii) the insurance and retirement payments.
- (b) The performance bond shall take the form of a cash deposit to be held in trust by the Union in an interest-bearing account, and all accrued interest shall be the property of the Producer. At the Producer's election, the performance bond may take the form of one or more irrevocable letters of credit in the favour of the Union, drawn on a Canadian chartered bank. The face of the letter of credit shall specify that:
 - (i) The Union shall be entitled, upon written notice to the Producer, to draw down on the letter of credit. The notice shall stipulate the amount claimed and that such amount is due to the Union as a result of default by the Producer of its payment obligations as specified in the Agreement. Partial drawings by the Union shall be permitted;
 - (ii) The said letter of credit shall have a term commencing not sooner than thirty (30) days prior to the commencement of work by the Performers and terminating at a mutually-agreed date after the completion of principal photography;
 - (iii) In the event of a dispute involving outstanding payments due under the Agreement, the Producer agrees to re-issue a letter of credit or to post a cash bond in an amount equal to those amounts in dispute for as long as those amounts remain in dispute.
 - (iv) When a bona fide dispute arises, all remedies and recourse provided by this Agreement shall be exhausted, or an Arbitrator shall rule in favour of the performer or writer prior to any disbursement from the letter of credit.
 - (v) A Security Agreement or Agreements, as provided for in Article C505, shall be supplied to the Union office prior to the release of the Performance Bond.
- (c) The provisions of A415(b)(i),(iii),(iv) and (v) above shall apply equally to a cash bond.
- (d) Notwithstanding any provisions in this Agreement or any individual contract signed by a performer, the Producer agrees that no Performer shall be required to start work prior to the signing of this Agreement and receipt by the Union of the agreed upon performance bond to guarantee wages and other monies due and payable.
- (e) The performance bond shall be released and/or returned to the Producer upon completion of its obligations under this Agreement.

A416 Production Staff

- (a) The Producer shall not utilize persons employed as members of the Producer's casting or production staff as Performers in any Productions on which they also render other services without express consent of the Union. However, the Union will not unreasonably withhold a waiver to accommodate the legitimate production necessities of the Producer.
- (b) The following are exceptions to the above:
 - (i) union members;
 - (ii) animal handlers (appearing in a scene in which they handle animals);
 - (iii) Performer-Directors, Performer-Writers, Performer-Producers, or Performer-Production Staff engaged by written contract as such prior to the commencement of principal photography of the Production;
 - (iv) the exigencies of the Production which requires immediate action.

A417 Conflict of Interest Declaration for Casting Directors

The Producer shall, as a condition precedent to hiring a casting director, or other person responsible for hiring Performers, require the said casting director, or person to execute a Statutory Declaration (in the form attached as Appendix "K") containing the said clauses, and shall prior to the commencement of principal photography, deliver an executed copy of the said Declaration to the Union.

A418 Provision of Video

If requested by the Union in writing, the Producer shall provide to the Union (in a timely manner, but in any event no earlier than the date on which the Production is first broadcast anywhere in the world) a video cassette recording of the Production at the Union's sole cost and expense. The Union shall only utilize such video for internal purposes and such video shall not be duplicated or provided to any person (whether an employee or otherwise affiliated with the Union) except as required to administer this Agreement.

A419 Notification of injury

The Producer shall advise the Union in writing at the earliest opportunity of any injury to a Performer on set or on location, which injury requires medical attention at a clinic or hospital. This written report shall include details on how the injury occurred, the extent of the injury, and what steps were taken subsequently (see Article A2006).

A420 Producer to Indemnify Performer

The Producer shall indemnify the Performer against all legal costs and any judgment arising out of a performance based upon a script supplied to him/her by the Producer and performed by the Performer as directed by the Producer, provided the Performer cooperates with the Producer in both notifying the Producer of any threatened action and of the commencement of any proceedings, and in the defense of any action; and further provided that the Performer makes no admission of liability without the prior authority of the Producer.

ARTICLE A5 - OBLIGATIONS OF THE UNION AND PERFORMERS**A501 Professional Conduct**

The Union undertakes to require and maintain professional conduct from Performers engaged to perform under the provisions of this Agreement. In the event that unprofessional conduct of one or more Union members engaged under the provisions of this Agreement jeopardizes the day's production, the member or members, subject to the Grievance Procedure, may be found to be in breach of this Agreement and may be directed by a duly-appointed Arbitrator to provide compensation.

A502 Performers to Report

Performers shall report to the Producer or his/her designate before leaving the studio or location following the completion of scheduled work. Except as provided elsewhere in this Agreement, the Performer's workday ends after s/he is out of makeup and costume, unless asked to remain beyond that time by the Producer or his/her designate. The Performer shall sign a Performers Time Report as provided in Article A706 and shall ensure that a representative of the Producer also signs the same record. In the event of a dispute, the Performer shall report such dispute to a Union steward or the Union office. Should the Producer require the services of the Performer for a further period of time, the Performer shall accept such further engagement, provided it does not conflict with some previously arranged engagement.

A503 The Union to Appoint Steward

The Union may, as the occasion demands, appoint an in-cast steward or designate an employee or other Union representative to undertake stewarding functions. Such steward(s) shall carry out duties as required by the Union, including:

- (a) Verify that all Performers are qualified to work by membership in the Union or a work permit issued by the Union.
- (b) Receive and, where possible, adjust complaints and grievances of Performers.
- (c) Generally enforce and administer the provisions of this Agreement at the studio or on-location.
- (d) Ensure that the Performers Time Report (referred to in A706 and A502) is maintained for Performers and Background Performers.

Upon prior notice to the Producer, the appointed steward shall be permitted to visit any portion of the business office, studio or shooting location necessary for the proper conduct of the business of the Union during business or working hours. It is agreed that such access shall not interfere with the Performers' ability to perform or unreasonably disrupt the operation and/or administration of the Production.

A504 Performer Responsibilities

A Performer shall at all times report to the set or location ready to work at the time of his/her Call. The Performer is required to know his/her lines of the scenes listed on his/her call sheet at the time of arriving on the set or at the location. Performers will at all times comply with the reasonable requests and instructions of the Producer or his/her representative. The Performer will be reasonably familiar with the terms of this Agreement. It is the responsibility of the Performer to identify to the Union Steward any perceived breach of this Agreement whenever such breach is considered to occur in order that the Union Steward may give the Producer the opportunity to remedy such perceived breach at the earliest opportunity in the spirit of this Agreement.

A505 Performer to Advise Producer of Inability to Work

The Performer must advise the Producer at the earliest opportunity of any injury and or any inability to fulfill contracted obligations.

A506 Prohibition of Still Photographs On Set

The Performer may not take, or cause to be taken, still pictures on the set or location, without the full knowledge and prior consent of the Producer.

ARTICLE A6 - QUALIFICATION OF PERFORMERS**A601 Work Permits**

- (a) In accordance with A401, preference of engagement shall be given to Union Members. However, after making reasonable efforts to comply and having established that a person who is not a Member of the Union is required in a Production, then application shall be made for a work permit at the Union office, on an appropriate work permit application form supplied by the Union, at least forty-eight (48) hours prior to the commencement of work. The following procedure will apply for the issuance of work permits:
 - (i) Subject to the other provisions of this Article, when a work permit is issued to a Performer who is a Canadian citizen or landed immigrant and is not a Member or Member in good standing of the Union, the fee for such work permit shall be the amount authorized by the Performer on the work permit form for each week of recorded performance for which the Canadian Performer is engaged.
 - (ii) Subject to the other provisions of this Article, when a work permit is issued to a Performer who is not a Canadian citizen or landed immigrant and not a Member of the Union, the fee for such work permit shall be two hundred twenty-five dollars (\$225.00) for the first week and one hundred seventy-five dollars (\$175.00) for each subsequent week of recorded performance for which the non-Canadian Performer is engaged.

Note: For purposes of clarification, a "week" as used in this A601 is understood to be seven (7) consecutive days, commencing from the Performer's first contracted day.

- (b) In addition to the foregoing, the UBCP and the Producers agree to the following principles:
 - (i) The UBCP's past practice with regard to the numbers of permits issued will continue;
 - (ii) The UBCP will consider requests for work permits, promptly, reasonably and in good faith, managed by a single point of contact in regions covered by the UBCP's jurisdiction; ("promptly" means within three (3) business days from the date in which the Producer provides all the necessary documentation and information).
 - (iii) Work permits will not be unreasonably withheld.
 - (iv) Canadian Performers will be given preference of audition and engagement.
 - (v) To give meaning to this principle, Producers commit themselves to real and *bona fide* casting sessions for UBCP members in a professional audition environment consistent with good industry standards.
 - (vi) The Producer shall, at the earliest opportunity, meet with UBCP to review and discuss cast requirements of Production.

A602 Reciprocal Agreements

The contracting of members of other Performers unions by the Producer shall be governed by any Reciprocal Agreements between the Union and the other organization.

A603 Engagement of Non-Canadians

- (a) In order to maintain a permanent Canadian film and television production industry capable of producing high quality Canadian Productions for the use of audiences in Canada and elsewhere, the Producer agrees that the progressive development of a pool of Canadian talent of all kinds should be encouraged.
- (b) The Producer agrees that Canadian Performers should be given the opportunity to play leading and challenging Roles in all areas of film and television production.
- (c) Notwithstanding the provisions of A604 and A605, this Article may not apply, at the absolute discretion of the Union, in the instance of an "on-location production" which is being undertaken in Canada by a non-resident production company. However, the Producer agrees that all other terms and conditions of this Agreement shall apply in all respects to such "on-location production".

A604 Theatrical Production

The following procedures shall govern the issuance of work permits for non-Canadian Performers in Theatrical Productions:

- (a)
 - (i) One (1) non-Canadian may be engaged for a Theatrical Production, and
 - (ii) A second (2nd) non-Canadian may be engaged only if a Canadian Performer receives billing that is not less than the second (2nd) most prominent cast billing, and such Canadian Performer is one of the two highest paid Performers in the cast.
- (b) Notwithstanding the provisions of A604(a), the Union recognizes that it may be necessary in certain Theatrical Productions for the Producer to allocate billing to one Performer and compensation to a different Performer. In such circumstances, the Producer may make application, pursuant to A112 Enabling Provision to the Director of Collective Bargaining of the Union for consideration of such requirements. The application shall include the script, proposed Roles, billing and compensation for the Canadian Performers named in the application and such other documentation as may reasonably be required by the Director of Collective Bargaining. All required documentation and the oral submissions, if any, from the applicant shall be considered confidential communications. The decision of the Director of Collective Bargaining or his/her designate shall be made and communicated to the applicant as promptly as possible in the circumstances.
- (c) Additional work permits may be issued for Performers in a work category other than Principal Actor where the Performer's engagement is entirely outside Canada. The Union agrees that such work permits shall not be unreasonably withheld.
- (d) In the event the production of a Program requires one or more Roles for which an unusual physical skill or physical attribute are necessary and such requirements cannot be filled by the application of the above provisions, application may be made to the Business Representative of the Union for additional work permit(s). It is understood that such an application shall not be considered if the Producer has not made reasonable efforts to comply with A604(a).

A605 Television Programs

With respect to a television Program or Series, the Production shall be governed by the following provisions with respect to the engagement of non-Canadian Performers:

- (a) **Variety Special or Series**
The total number of permits issued to non-Canadian talent shall not exceed fifty percent (50%) of the contracted Principal Actors, Variety Principals, or Specialty Acts. Non-Canadian Performers shall not be engaged in any other performance category.
- (b) **Single Drama Program** (other than a Theatrical Production)
The total number of work permits shall not exceed fifty percent (50%) of the Principal Performers to a maximum of two (2) per Program. Non-Canadian Performers shall not be engaged in any other Performance category in the Program.

(c) **Drama Series**

For continuing Roles in a drama Series, the number of permits issued to non-Canadian talent shall not exceed one (1) in four (4) of the total number of Principal Actors contracted for the Series. With regard to "special guest stars", the Series total of non-Canadian talent engaged shall not exceed fifty percent (50%) of the total number of "special guest stars" contracted.

(d) **Quiz, Panel, and Game Shows**

In no case shall the Host, Master of Ceremonies, or Moderator be a non-Canadian Performer. No more than one (1) Performer in four (4) of the regular panel may be a non-Canadian Performer. Contestants or guests will be issued work permits.

(e) **Talk, Interview and Public Affairs Programs or Series**

The engagement of non-Canadians shall be limited to guest appearances. Non-Canadians shall not be engaged as Hosts, except for public affairs Programs or Series in which specialized or expert knowledge is required.

(f) **Additional work permits may be issued to Performers in television Programs or Series in a work category other than Principal Actor where the Performer's engagement is entirely outside Canada. The Union agrees that such work permits shall not be unreasonably withheld.****A606 Co-productions and non-Canadian Content Productions**

(a) When it is established that a Production is a co-production governed by an Official Co-production Treaty between Canada and another country (or countries), the parties to this Agreement recognize that the application of A604 or A605 may be subject to the terms of the relevant International Co-production Treaty.

(b) In the event that an entirely privately financed Production is to be produced in Canada, the foregoing provisions of A604 or A605 may be modified by the Union. In such instances, the Producer shall be required to provide the Union prior to commencement of production with information and supporting documentary evidence which establish that:

- (i) the Producer has not and will not apply for certification of such Production by the Canadian Audio Visual Certification Office ("CAVCO") or Canadian Content under the CRTC;
- (ii) neither Telefilm Canada nor any provincial film funding agency, or their successor organizations have any direct or indirect financial participation in the Production;
- (iii) no Crown agency or corporation and no public institution has participated in the Production either in the form of a financial participation or by the provision of Production facilities or personnel.

(c) In addition, the Producer will be specifically required to provide the Union with a written undertaking that neither the Producer nor any agent or representative of the Producer shall at any time apply for certification by CAVCO or for Canadian Content by the CRTC or to use any other instrument of Canadian tax policy in respect of the production to which a so called Canadian Production would otherwise be entitled. The Union shall file a copy of such written undertaking with CAVCO and the CRTC and with any other relevant body.

(d) Finally, the Producer agrees to undertake best efforts to engage Canadian Performers in all Roles in the Production.

A607 Modification of Limitations

The limitations on the engagement of non-Canadian Performers in all Productions, as set out in this Article A6, may be modified by the Union in the case of Productions where non Canadian financiers or licensees contribute, in the aggregate, at least one-third (1/3) of the gross Production budget, and in which the engagement of non-Canadian Performers is a condition of such investment or license, or where there are health and safety considerations. A Producer seeking to take advantage of A607 shall make written submissions to the Union as soon as possible. Such written request shall contain evidence that the Production meets the criteria of A607, and may also contain other documents and explanations concerning the requirements of the Production. The Union will respond to such request for a modification, within three (3) business days of the request being submitted by the Producer and such response shall include brief reasons for the Union's decision. A copy of the decision will be sent to the Producer and a designated representative thereof.

A608 Notice of Objection

In the event that the Producer wishes to dispute the Union's decision as set out in A607, the Producer has the right to challenge such decision on the grounds that it is not reasonable or not in keeping with standard industry practice, by filing a Notice of Objection ("Notice") which shall set out the particulars upon which the Producer relies in challenging the decision together with any relevant documentation. The following procedure shall be followed in dealing with such dispute:

- (a) The Notice shall be sent by Fax or delivered by direct courier to the Union Office, and the designated representative of the Producer.
- (b) The Parties shall agree to a roster of Arbitrators who shall be authorized to hear and determine matters under A608. The Producers shall nominate four (4) Arbitrators and UBCP shall be entitled to nominate four (4) Arbitrators. The panel will be composed of six (6) Arbitrators with each party having the right to remove one of the four (4) Arbitrators nominated by the other party. If the Parties are unable to agree upon an Arbitrator, either party shall have the right to request the Director of Collective Agreement Arbitration Bureau name a special Arbitrator to deal with such disputes until such time as the parties have been able to agree on such special Arbitrator(s).

The Parties hereby agree to meet six (6) months after the effective date of this Agreement to review implementation and discuss further improvements. In the event issues arise which cannot be resolved, they will be referred to Vince Ready, who will serve as Ombudsman.

- (c) The Union shall be allowed two (2) business days from receipt of the Notice, in which to file a response ("Response"), outlining its position together with any relevant documentation.
- (d) The Parties shall endeavor to settle all outstanding issues arising from the Notice and Response within one (1) business day. Failure to reach a settlement shall entitle the Producer to refer the matter to final and binding arbitration, which shall be governed by the provisions of A10 unless otherwise provided in this Article.
- (e) In the event the Producer wishes the matter referred to Arbitration, the Notice together with the Response shall be sent to the Arbitrator agreed upon by the parties or named as set out in subparagraph (b). Each party shall have the right to submit any relevant documentary evidence including affidavit evidence together with their submissions.
- (f) The Arbitrator shall conduct a *viva voce* hearing only if he is satisfied that the issues cannot be fairly dealt with absent such *viva voce* hearing. The Arbitrator shall hold any hearing within two (2) business days of the matter being referred to Arbitration, and the Arbitrator shall render his/her decision within two (2) business days of such hearing.
- (g) The Parties agree that time is of the essence with respect to the issues arising in this Article 608 and agree that the time lines herein contained can only be extended with the written consent of both parties.

A609 Preference to Canadian Performers

The Producer agrees to undertake best efforts to engage Canadian Performers in all Roles in the Production. "Best efforts" shall be interpreted to mean that Union members and Canadian Performers shall be auditioned in good faith prior to the engagement of non-resident Performers. If a distributor demands the engagement of a particular foreign "star" Performer or lead, the Union shall not unreasonably withhold waivers of this provision.

A610 Requirement to File Contracts

All contracts for non-Canadian Performers shall be filed with the Union office within two weeks of execution by the parties.

ARTICLE A7 - CONTRACTING OF PERFORMERS**A701 Booking**

Upon Booking, Performers shall be given specific notice of the Role(s) to be played, wardrobe requirements, date(s), time and place of production and a work schedule. The Booking, except for Background Performers, shall be confirmed in writing by means of a completed contract which shall

specify all terms of the agreement including, but not limited to definite date(s) and fee(s). Such confirmation shall be made within five (5) days of the Booking whenever possible. In the event the Producer is unable to confirm the Booking within five (5) days, the Producer shall arrange with the Union office for the extension of such confirmation.

A702 Requirement to Execute Contract

The Producer shall not require Performers, except for Background Performers, to commence work on a Program prior to such Performers having executed a contract with the Producer.

A703 Requirement to Provide Contract

The Performer shall be provided with a contract at least forty-eight (48) hours prior to the commencement of work. The signature of the Producer or his/her designate shall be affixed to the contract form provided to the Performer. When exceptional circumstances dictate, the Producer may apply to the Union office for relief from the provisions of this Article. The Performer shall return a fully executed copy of the contract to the Producer the earlier of forty-eight (48) hours of receipt or commencement of rendering of services. The Producer shall file a copy of each contract with the Union office. The Union undertakes to maintain such information confidential and shall not allow anyone who is not a full-time employee of the Union or a party to the contract access to same without prior written consent of the Producer.

A704 Standard Contract Forms

Performer's written contracts are provided in Appendix "E" of this Agreement, and shall be executed in full with no alterations, or deletions. The Performer and the Producer shall each retain an original of such contract. The Producer shall file a copy of each such contract with the Union office. This standard contract shall be deemed to be a part of this Agreement and form part of it. Any provision of a rider or other agreement between a Producer and a Performer which violates an express term of this Agreement shall be null and void.

A705 Completion of Performer Contract

The Performer contract (see Appendix "E") must be completed in full and it must explicitly contain the basic rate of Performer compensation expressed in dollars as a daily fee, exclusive of the amount of the Prepayment or Advance in respect of Use Fees, which amount must be shown as a separate item.

A706 Performers Time Report

The Performer and the Producers representative shall sign the Performers Time Report (see Appendix "D"). The Performer's Time Reports are to be in triplicate sets which are filled out in ink or photocopied with one of the copies to be sent to the Union and one copy given to the Performer.

A707 Over-scale Performers

Offsetting of Over-scale shall not be allowed to reduce a Performer's fees to less than the minimum rates or fees. Offsetting shall only be permitted to the following extent:

- (a) Performers contracted at two hundred percent (200%) of scale or more: When specified in the individual Performer's contract, the Producer shall have the ability to offset all over-scale fees.
- (b) Performers contracted at less than two hundred percent (200%) of scale: Each Performer's Deal Memo shall clearly state whether and in what manner or form over-scale pay may be credited or offset against any or all of the following premiums:
 - (i) overtime,
 - (ii) work on the sixth (6th) and seventh (7th) days,
 - (iii) and encroachment on rest period.
- (c) Failure to designate clearly the offset rights in the Performer's contract shall mean the loss of any ability to credit or offset over-scale pay.

A708 Protection of the Collective Agreement

Performers engaged at terms or conditions in excess of the minimum provisions of this Agreement shall be entitled to exercise all the benefits and protection of the provisions of this Agreement.

ARTICLE A8 – SERIES OPTIONS

A801 Series Options

A Performer may grant an option for his services for not more than six additional years' engagement, provided that the following criteria are met:

- (a) when the number of years optioned is three (3) or less, the Performer, at the time of granting the option, is entitled to receive a fee of not less than one hundred fifty percent (150%) of the applicable minimum fees; or,
- (b) when the number of years optioned exceeds three (3), the Performer, at the time of granting the option is entitled to receive a fee of not less than two hundred percent (200%) of the applicable minimum fees; and,
- (c) the contracted fee payable for each successive year optioned is at least one hundred ten percent (110%) of the previous year's contracted fee; and
- (d) the option for each successive year specifies the guaranteed engagement for each year of the option contract *e.g.*, the number of days, weeks or episodes; and
- (e) the Performer is guaranteed compensation of at least two thousand five hundred dollars (\$2,500) per Episode [exclusive of prepayment of residuals] in which he/she appears; and
- (f) the option for subsequent seasons shall only be effective if exercised in writing;
- (g) the option provides time limits within which the Producer may exercise each option, and the degree of exclusivity of the option *i.e.*, whether the Performer must be available at certain times or whether the Producer has a first priority call on the Performer's services; and
- (h) the option provides that either party may require a mediation meeting at the time the option is exercised. The meeting shall be convened between the Performer and the individual identified by the production entity as the Producer. The Performer and the Producer may mutually agree on a third party to act as mediator. Any cost of such third party mediation shall be borne by the party requesting mediation. The parties shall not be entitled to be represented or accompanied, except when the Performer is a Minor, he may be accompanied by a parent or guardian. The parties shall be entitled to air any difficulties or problems they experience with regard to the Performer's contract or the Performer's role in the Production, so they may cooperate in resolving or clearing such difficulties or problems. Mediation meetings may not be requested more than once in year. Contracts may only be amended upon written consent of both parties.

ARTICLE A9 – NO STRIKE AND UNFAIR DECLARATION

A901 No Strike Except When Producer Declared Unfair

During the life of this Agreement, the Union undertakes to not call or direct a work stoppage against the Producer, except when the Producer has been declared Unfair. The Producer will not effect, engage in, or permit a lockout of Performers during the term of this Agreement.

A902 Unfair Producer Defined

In the event of a fundamental breach of this Agreement such as, but not limited to, the Producer's inability to meet his/her payroll, after due consideration and declaration by the Executive Board, the Producer may be declared Unfair by the Union upon five (5) business days notice to the Producer. The notice shall briefly state the facts upon which the declaration is based and shall be distributed to the B.C. and Yukon Council of Film Unions, the Directors Guild of Canada (B.C. District Council), and to any public funding bodies involved in the Production. Should the Producer give notice, prior to the expiry of the five (5) business days notice period, of his/her intention to cure immediately the circumstances giving rise to the declaration, the declaration will be stayed, provided that such cure is implemented, by no later than the expiry of the five (5) business day period.

A903 No Requirement to Work for Unfair Producer

Performers shall not be required to work for a Producer declared Unfair by the Union.

ARTICLE A10 - GRIEVANCE PROCEDURES AND RESOLUTION

A1001 Statement of Policy

The Union and the Producer recognize the desirability of exerting an earnest effort to settle grievances at the earliest possible time consistent with the provisions of this Article. The Union shall make a careful and thorough investigation of a Performer's complaint before submitting it under the grievance procedure in order to ascertain whether, in its opinion, the complaint is reasonably justified under the terms of this Agreement and that there is reasonable ground to believe that the claim is true in fact. No Performer shall be discriminated against for reasonably making a complaint or filing a grievance asserting a violation of this Agreement. There shall be no slowdown, disruption or stoppage of work including strikes or lock-outs.

A1002 Grievance Defined

All complaints, discipline, disputes, or questions of the Producer or the Union, as to the interpretation, application, or performance of this Agreement (excluding jurisdictional disputes) or any deal memo, including any question about whether a matter is arbitrable, shall be settled between the Producer directly involved and the duly authorized representative of the Union. Any party to the grievance may participate in grievance meetings.

A1003 Scope of a Grievance

- (a) The parties agree that grievances may arise concerning differences between them respecting the application, administration, interpretation or an alleged violation of this Agreement, or any deal memorandum or other form of contract, including a question about whether or not a matter is subject to arbitration.
- (b) The procedure for resolving a grievance shall be the Grievance Procedure in this Article. All discussions between the parties during the grievance procedure are without prejudice and inadmissible in any subsequent arbitration hearing.
- (c) Performers exercising their rights under the provisions of this Article do so without prejudice to their relationship with the Producer.

A1004 Settlement "at the scene"

- (a) A complaint of a minor nature may be settled at the time of its occurrence by the Union Steward and the authorized representative of the Producer. No dispute settlements at this level shall have the weight of precedent unless the parties have reviewed and ratified it, in writing.
- (b) In the event that the complaint is not resolved in the manner described, above, either party to the complaint may initiate a grievance.

A1005 Step 1 of the Grievance Procedure

In the first step of the Grievance Procedure, every effort to settle the dispute shall be made by the aggrieved Performer and his/her supervisor within ten (10) calendar days of the occurrence of the event(s) upon which the grievance is based; or within ten (10) calendar days after the facts underlying the grievance became known or should have reasonably become known by the aggrieved party. The aggrieved Performer has the right to be accompanied by a steward or any other authorized Union representative. Any dispute settlement reached at this meeting shall be binding upon the Performer and/or the Producer, so long as this resolution does not violate this Agreement. No dispute settlements at this level shall have the weight of precedent unless the parties have reviewed and ratified it, in writing.

A1006 Step 2 of the Grievance Procedure

To be valid, grievances must be filed within thirty (30) calendar days of the occurrence of the event(s) upon which the grievance is based; or within thirty (30) calendar days after the facts underlying the grievance became known or should have reasonably become known by the aggrieved party. A grievance is filed by delivering to the other party a written statement of grievance which shall set forth in detail the basis of the dispute, the contractual provisions alleged to be violated, the material facts, the position of the grievor, and the relief sought. If either the Producer or the Union fail to agree to meet within fourteen (14) calendar days after the receipt of the statement of grievance, or they do meet and fail to resolve the grievance, then either Party may proceed to final and binding arbitration pursuant to Article 1007. In the event that the Union attempts to deliver a grievance to a Producer at the address last provided by such Producer to the

Union and the Producer is no longer at that address, the grievance will be considered filed for purposes of this provision. However, no default shall be entered against such Producer and the aforementioned fourteen (14) calendar day period will not commence until the grievance is in fact received by the Producer.

A1007 Arbitration Procedure

If the grievance procedure fails to resolve the grievance, either party to this Agreement may proceed to final and binding arbitration by delivering to the other party a written demand for arbitration which shall set forth in detail the basis of the dispute, the contractual provisions alleged to be violated, the material facts, the position of the claimant, and the relief sought. Such demand must be served not later than thirty (30) days after the filing of the grievance or the grievance will be waived, unless the parties mutually agree to extend the time limits. Within fourteen (14) calendar days following service of the demand for arbitration, or within such additional time as the parties mutually agree upon in writing, the parties will attempt to mutually agree upon an Arbitrator selected from the following list of Arbitrators:

Robert Blasina
Stan Lanyon
David C. McPhillips
Vincent Ready

If the parties cannot agree upon one of the foregoing Arbitrators, the Arbitrator shall be selected on a rotation commencing with the first arbitration being assigned to the first listed Arbitrator, the second arbitration being assigned to the second listed Arbitrator and so on. The rotation shall be applied to each individual Producer. An Arbitrator named on the list of Arbitrators of the BC Arbitrator's Association may at any time, by mutual agreement, be substituted for an Arbitrator on the foregoing list. If possible, the date of the arbitration hearing will be within fourteen (14) calendar days from the date the Arbitrator is selected. At the conclusion of the arbitration the Arbitrator shall render a decision on the evidence and arguments presented which shall be final and binding on the parties, including the grievor and fully enforceable in a Court of competent jurisdiction. The Arbitrator shall present a written decision unless the parties to the arbitration mutually agree that a written decision is not necessary. The Arbitrator's written decision shall be issued within thirty (30) calendar days from the date final arbitration briefs, if any, are submitted, or the last day of the arbitration hearing, whichever is later.

A1008 Expedited Arbitration

In lieu of A1007 the parties to this agreement may pursue expedited arbitration pursuant to British Columbia Labour Relations Code §104 in lieu of the Arbitration Procedure set forth above, and utilizing the Arbitrators listed in A1007 above, to the extent possible.

A1009 Arbitrator's Authority

The Arbitrator shall have all necessary powers to determine the real issue in dispute according to the merits and, if appropriate, award monetary payments, adjustments, or damages consistent herewith. The Arbitrator shall not have the power to amend, modify or effect a change in any of the provisions of this Agreement, award punitive damages, award money damages to the Union or the Producers, or to determine jurisdictional disputes.

A1010 Costs

The Arbitrator's fees and a court reporter's fees shall be borne equally by both Parties. Expenses of witnesses, however, shall be borne by the Party who calls them.

ARTICLE A11 - WORK DAY FOR PERFORMERS

A1101 Work Day

The regular work day shall consist of eight (8) consecutive hours not including the meal period and there shall be no split shifts. Except when travel time payment is required pursuant to A1701(b), the work day shall commence at the Performer's Call Time or when the Performer is required to commence work, whichever is earlier. The work day does not end until the Performer is out of make-up and costume, unless

transport is contractually required and has been requested and arranged, in which case the work day ends when the Performer is actually able to leave the set.

A1102 Calendar Day

A work day starting on one (1) calendar day and continuing into the next shall be deemed to be one (1) work day, namely that day on which work started. For clarity, such continuation shall not in and of itself constitute a double booking.

A1103 Night Shoots

Where practicable the Performer must be given twenty-four (24) hours prior notice of scheduled night work (*i.e.*, Call between 1900h and 0600h).

ARTICLE A12 - OVERTIME

A1201 Overtime

Any time worked by a Performer in excess of eight (8) hours in any one (1) day shall be paid at the rate of one hundred fifty percent (150%) of the Performer's contracted hourly rate. Any time worked in excess of eleven (11) hours in any one (1) day shall be paid at the rate of two hundred percent (200%) of the Performer's contracted hourly rate. Effective on the date the first wage increase takes effect under this Master Agreement, but no later than April 1, 2004, the eleven (11) hours shall increase to twelve (12) hours so that Performers are paid two hundred percent (200%) of the Performer's contracted hourly rate for any time worked in excess of twelve (12) hours in any one (1) day. Time worked shall be paid in one-tenth (.1) hour units.

A1202 Sixth Day

When a Performer is required to work on a Production for six (6) consecutive days, the Performer shall be paid for the sixth (6th) day at one hundred fifty percent (150%) of the Performer's contracted daily, hourly or overtime rate.

A1203 Seventh Day

When a Performer is required to work seven (7) consecutive days, the Performer shall be paid for the seventh (7th) day at two hundred percent (200%) of the Performer's contracted daily, hourly, or overtime rate.

A1204 Maximum Compounding Effect

The maximum compounding effect of the application of overtime, rest period encroachment and penalty provisions provided in this Agreement shall not exceed three hundred percent (300%) of the Performer's contracted hourly rate.

A1205 More Favourable Terms

If the Producer agrees with another British Columbia labour organization employed on the same production to calculate time under Articles A12 or A13 in increments greater than one-tenth (.1) hour units of time, then the Union shall have the option of adopting such greater increments.

ARTICLE A13 - REST PERIODS

A1301 Rest Between Days

There shall be a rest period of not less than ten (10) hours between the end of one work day and the beginning of the next Call. If a Performer is required by the Producer to report for work within such a ten (10) hour period, the Performer shall be paid a premium solely for such hours encroached at the rate of two hundred percent (200%) of such Performer's contracted hourly rate payable in one-tenth (.1) hour increments.

A1302 Rest Periods

There shall be at least a five (5) minute rest period provided for each hour of work. During actual shooting on set or location, the rest period may be waived, the accumulated time to be taken at a more convenient period of the day.

A1303 Rest Periods for Puppeteers and Dancers

Puppeteers and Dancers shall be permitted no less than ten (10) minutes rest in each hour during which they shall not be required to perform any physical action. However, consultation and planning may take place during such rest.

ARTICLE A14 - MEAL PERIODS**A1401 Meal Period**

- (a) Each Performer shall be provided a meal period of a minimum of thirty (30) minutes after the last Performer has been served to a maximum of sixty (60) minutes after the first Performer has been served. The first meal period shall commence not later than the completion of the sixth (6th) hour of work, calculated from the first Call for the Performer. Subsequent meal periods will be scheduled in six (6) hour intervals. When the Performer's Call is for make-up or wardrobe, the six (6) hour period of work shall commence from such call, except when the Non-deductible Meal pursuant to subparagraph (e) of this Article applies.
- (b) Substantial Snack: In the event that the first meal break of the day is called at or before the completion of five (5) hours' work, there will be no requirement for a Substantial Snack to be served. If the meal break is called after six (6) hours, a Substantial Snack shall be served.
- (c) The first meal periods shall not be considered as time worked and shall not be paid. Subsequent meal periods shall be paid through as time worked.
- (d) Performers, including Qualified Background Performers, may be broken individually for meals and shall have the same access to the craft services table. Qualified Background Performers shall receive the same meals as the other members of the cast and crew.
- (e) **Non-deductible Meal:**
 - (i) Performers required to report prior to the general crew call may be supplied, within one (1) hour of general crew call, with a reasonable hot meal and at least fifteen (15) minutes in which to eat this meal, provided that each Performer is properly informed at Call time of his/her entitlement to a said meal. During this paid, non-deductible meal period, the Performer will be freed of all activity.
 - (ii) The next meal period shall be no later than six (6) hours from general crew call.
 - (iii) For the purposes of this Article, this non-deductible meal shall not be considered the "first meal".
 - (iv) If a hot meal is not made available, the provisions of Article A1401 (a) to (d) shall apply.

A1402 Meal Not Provided

When the meal is not provided on set, all Performers, including Qualified Background Performers, shall receive a meal break of one (1) hour. Actual time spent in travelling to and from the restaurant or other eating establishment shall be considered work time but shall not incur meal penalties.

A1403 Meal Penalties

If any Performer is unable to commence a meal period by the end of the sixth (6th) hour interval described in A1401 above, the Performer shall be paid a meal penalty or penalties by being paid two hundred percent (200%) of such Performer's contracted hourly rate calculated in one-tenth (.1) increments for all time after the sixth (6th) hour until the Performer's meal period begins, or they are dismissed for the day.

A1404 Extension of the Work Period

- (a) The six (6) hour work period may be extended by the Producer for a maximum of two-tenths (.2) hour which shall be neither scheduled nor abused. Should such extension extend past two-tenths (.2) hour, then the meal penalty for Performers not broken or wrapped shall be retroactive to the end of the sixth (6th) hour of work.

- (b) For wrap, the six (6) hour work period may be extended by the Producer for a maximum of one-half ($\frac{1}{2}$) hour. Should such extension extend past one-half ($\frac{1}{2}$) hour, then the meal penalty for Performers not broken or wrapped shall be retroactive to the end of the sixth (6th) hour of work.

A1405 Meal Facilities Not Available

It is understood that under certain circumstances, particularly on location, normal meal facilities may not be readily available. Should reasonable restaurant facilities not be available either by virtue of location or of scheduling, it shall be the Producer's responsibility to provide the meals at the Producer's expense on the set. It is understood that "snacks" (*i.e.*, soft drinks, pizza, and hot dogs, etc.) do not constitute a proper meal.

A1406 Beverages / Environmental Awareness

The Producer shall provide coffee, tea, potable ice water and other soft beverages and use its best efforts to make them accessible to all on-set Performers. Further, the Producer shall use its best efforts to supply environmentally compatible containers for all such beverages.

A1407 Pacific Northwest Hours

Each Producer, with ten (10) hours notice to the Union, may institute a "Pacific Northwest Hours" system which consists of:

- (a) An eleven (11) hour period of elapsed time commencing with the general crew call and ending after camera wrap, which includes one (1) hour of paid meal period before work begins; or includes one-half ($\frac{1}{2}$) hour paid meal period before the shift begins and two (2) fifteen (15) minute paid breaks during the rest of such eleven (11) hour period.
- (b) This eleven hour work period shall be paid for as eleven (11) hours worked. Should work continue past the eleventh (11th) hour, such work shall be paid as required by Article A12 of this Agreement.
- (c) Any Producer that institutes Pacific Northwest Hours will provide a continuing hot buffet accessible to the Performers.
- (d) Meal penalties shall apply if work continues past eleven (11) hours of elapsed time commencing with the general crew call, in which case meal penalties shall be paid commencing at the end of the sixth (6th) hour from the beginning of the Performer's Call.

ARTICLE A15 - TIME FOR MAKE-UP, HAIRDRESSING, COSTUME FITTING

A1501 Time for Make-up, Hairdressing, etc.

All time spent by a Performer for make-up, hairdressing, wardrobe or fitting, immediately prior to the Performer's production Call, shall be considered as part of the regular eight (8) hour day.

A1502 Choosing and Fitting Wardrobe / Make-Up Tests

When a Performer is required to report on other than a regular production day for choosing or fitting wardrobe or for a make-up/hair test, there shall be a minimum call of four (4) hours for such work at the Performer's contracted hourly rate. Any work time in excess of four (4) hours shall be paid at Performer's contracted hourly rate, paid in one-tenth (.1) hour units.

A1503 Costume Calls To Be Staggered

When a costume Call is required for any group of Performers, such Calls shall be staggered in order to avoid unnecessary waiting.

A1504 Hair

No Performer shall be required to cut or change the style or colour of his/her hair unless this has been agreed upon prior to Booking. No Performer shall cut or change the style or colour of his/her hair after the time of Booking without the consent of the Producer.

ARTICLE A16 - WARDROBE

A1601 Regular Wardrobe Supplied by a Performer

Where the Producer requires the Performer to supply more than one (1) outfit of clothing in any Production, the Performer shall be compensated at the rate of twenty dollars (\$20.00) per outfit, per Production. The Producer may not specify wardrobe requirements as a condition of engagement.

A1602 Damage to Wardrobe Supplied by Performer

In the event that either regular or special wardrobe furnished by a Performer is damaged during work time through negligence on the part of the Producer or through an accident for which the Performer is not responsible (except for reasonable wear and tear), the Producer will reimburse the Performer for the cost of the repair or replacement as the case may be. Notice of such damage must be given to the Producer's representative at the end of the production day. Performers must provide the Producer with a receipt covering the cost of such repairs and replacements.

A1603 Wardrobe Repairs

Facilities for repair of wardrobe used by Performers shall be provided by the Producer.

A1604 Laundering

All wardrobe supplied by the Production must be dry cleaned and/or laundered prior to the Performer wearing it, subject to continuity requirements.

ARTICLE A17 – TRAVEL, TRANSPORTATION, AND EXPENSES

A1701 Travel

When the Performer's engagement requires travel to a Distant Location or to a Nearby Location beyond the Studio Zone, the Performer shall be entitled to not less than:

(a) Expenses

- (i) Actual transportation expenses which a Performer is required to incur by the Producer on scheduled carriers covering economy air, first class rail fare or such other transportation as bus, taxi or limousine.
- (ii) An allowance of \$0.35 per kilometre if the Performer is required to use his/her own automobile.
- (iii) All rental or leasing costs where the Performer is required by the Producer to lease or rent a vehicle.
- (iv) All costs for taxi, limousine or other transportation used by the Performer in order to get to and from the destination required by the engagement.

(b) Travel Time Payment

Time spent in travel by the quickest available means of regularly scheduled carrier by a Performer (or such other arrangements which may be authorized) shall be considered as work time when travel time plus work time exceeds the work day. When travel time is to be paid, it shall be calculated from door-to-door or from central point to central point as agreed between the Union and the Producer and shall be paid at the Performer's contracted hourly rate in half hour units to a maximum of eight (8) hours in any twenty-four (24) hour period.

A1702 Per Diem Allowance

- (a) A per diem allowance of one hundred fifty dollars (\$150.00) for each day the Performer is required to be away from home shall be paid in advance to cover all personal expenses. However, if meals or living accommodation are provided at the expense of the Producer, the per diem allowance may be reduced in the following manner:

Breakfast	\$15.00	Lunch	\$20.00
Dinner	\$30.00	Accommodation	\$95.00

- (b) When the Producer supplies accommodation it shall be single occupancy and no less than the Canadian Automobile Association (CAA) standards where reasonably available. The foregoing dollar amounts will be payable in U.S. dollars when in the United States.
- (c) When Performers are on overnight location during the normal one-day or two-day weekly rest period (also known as "Production down days"), they shall receive double the breakfast, lunch and dinner per diem amounts set forth in A1702(a) of this Agreement.

A1703 Transportation Provided Under Certain Conditions

When the Producer requires a Performer to travel within the Studio Zone, the Producer will be obligated to ensure that public or private transportation is available. If such public or private transportation is not available and subject to prior approval by the Producer, cost of taxi transportation from location to residence within the Studio Zone shall be paid by the Producer. Transportation shall be provided by the Producer if travel by the quickest means of surface public transportation exceeds one (1) hour each way. Suitable and appropriate transportation (*i.e.*, a Production vehicle or a taxicab) will be provided to Performers who require accommodation due to a disability.

A1704 Travel Outside Canada

The Producer shall pay all authorized actual expenses incurred by the Performer in travel outside Canada. The Performer shall support actual expenses by receipts where receipts are obtainable.

A1705 Travel Insurance

When a Performer is to fly by regularly-scheduled carrier, and when flight insurance (with a death benefit of not less than two hundred fifty thousand dollars (\$250,000) for each Performer) is not already provided by the Producer, the Producer shall reimburse the Performer, upon presentation of a receipt, the cost of securing flight insurance with a death benefit of two hundred fifty thousand dollars (\$250,000). The Producer shall notify the Performer when flight insurance is not in place.

A1706 Parking to be Provided

The Producer shall provide and pay for parking facilities for Performers' private vehicles. The parking facilities shall be a reasonable walking distance from the studio, location, or marshaling point at the edge of the Studio Zone, otherwise a shuttle system shall be used to transport all Performers from the parking facility to the studio, location, or marshaling point and return.

A1707 More Favourable Terms

If the Producer agrees with another British Columbia labour organization employed on the same production to a different Studio Zone, a higher per diem allowance rate, a higher per diem for hold-overs on non-working days on distant location, or a higher allowance for Performer's use of their own vehicles, then the Union shall have the option of adopting the different Studio Zone, allowance rate or per diem for hold-over on non-working days, as the case may be, in lieu of the provisions of Articles A351, A1701(a)(ii), A1702(a), or A1801.

ARTICLE A18 – HOLD OVER ON LOCATION AND HOLDING CALLS

A1801 Hold Over on Location

In the event the Producer requires a Performer to be on location on a day or days either prior to or following a contracted day of work in any one engagement, the Performer shall be paid fifty percent (50%) of the Performer's contracted daily fee for the first two (2) such days and one hundred percent (100%) of the Performer's contracted daily fee for each such subsequent day; provided that if the Performer arrives on location on the evening prior to the morning Call of a contracted day or if the Performer leaves the location on the morning following a contracted day when scheduled carriers are available, the Performer shall be entitled to payment in accordance with A17 for the day of arrival and departure only.

A1802 Holding Call

In the event that the Producer directs a Performer to hold a day or days in readiness to be called to work, the Performer shall be paid not less than one hundred percent (100%) of the minimum daily fee for the appropriate category of performance for an eight (8) hour call in respect of each day the Performer is on a "Holding Call." The period of the "Holding Call" shall commence at the hour specified by the Producer and shall end when the Performer is released from the "Holding Call."

ARTICLE A19 - CANCELLATIONS AND POSTPONEMENTS**A1901 Force Majeure**

The Producer may declare a *Force Majeure* and suspend Production without prospective obligations to Performers as the result of an inability to provide work because of unforeseen circumstances beyond its reasonable control. *Force Majeure* includes, but is not limited to; riot, war, fire, earthquake, hurricane, flood, labour dispute, strike, injury to or *bona fide* illness of a leading cast member or the first unit director, or governmental regulation or order in a national or provincial emergency. In such unforeseen circumstance, the Producer shall furnish a statement in writing to the Union within twenty-four (24) hours, or as soon thereafter as practicable, as to the reason for the *Force Majeure*. Performers will be paid at least for the minimum call should the *Force Majeure* occur during working hours.

A1902 Cancellation of a Single Production

If a single Production is cancelled for any reason other than that provided in A1901, the Producer shall not be required to pay the Performers, provided notice of such cancellation is received by the Performers two (2) weeks in advance of the first Call and confirmed in writing. Should the Producer be unable to give a full two (2) weeks' notice, the Producer shall be liable for all time contracted in the two (2) week notice period.

A1903 Preference of Engagement Upon Remounting

When a cancelled Production is subsequently remounted within a period of twelve (12) months from the original cancellation, Performers originally contracted shall have first opportunity to accept their previous assignments on such Production. After the expiry of the twelve (12) month period, the Producer has no obligation to the original Performers.

A1904 Cancellation of a Series Production

Conditions for cancellation of a Series shall be the same as a single Production except that notice of cancellation for a Performer engaged for more than a single Episode but less than twenty-six (26) Episodes shall be not less than three (3) weeks and notice of cancellation to a Performer engaged for twenty-six (26) or more Episodes in a Series shall be not less than four (4) weeks. Failure by the Producer to provide notice as stated above shall make the Producer liable for all time contracted in the three (3) and four (4) week notice period referred to in the preceding sentence. Except as provided elsewhere in this Agreement (see A801), a Performer may cancel out of a drama Series or drama Serial Production provided written notice of the Performer's intent to cancel is given to the Producer at least six (6) months prior to the effective date of the cancellation. Notice shall be deemed to have been given if sent by registered mail to the last known address of the Producer.

A1905 Cancellation of a Performer's Engagement

If the Producer cancels a Performer's Booking or engagement on a Production which is subsequently produced, such Performer shall be paid in full the Performer's contracted fee(s), except where the cancellation occurred for just and reasonable cause.

A1906 Change in Scheduled Days

If for any reason other than weather, the Producer changes a Performer's Booking or engagement to another day, the following conditions apply:

- (a) If the notice of change is given to the Performer less than twenty-four (24) hours before the hour scheduled for work to commence, the Performer shall be paid in full the Contracted Fee for the original day.

- (b) The Performer shall be paid fifty percent (50%) of the Contracted Fee for the original day if the notice of change is given to the Performer less than forty-eight (48) but more than twenty-four (24) hours before the hour scheduled for work to commence.
- (c) If forty-eight (48) or more hours notice has been given, no payment to the Performer shall be required for the original day.

If such change in scheduled day conflicts with any other confirmed engagement, then the Performer shall be compensated in full for the engagement which the Performer is unable to fulfill. For the purpose of this clause, where the Call Time of the Performer has not been specified, it shall be considered to be 10h00, except when it has been designated as a night shoot, in which case the Call shall be considered to be 19h00.

A1907 Postponement of Scheduled Call Time

If for any reason other than weather, the Producer postpones a Performer's scheduled Call time to a later time on the same day, the following conditions apply:

- (a) If the notice of postponement is given to the Performer less than eight (8) hours before the originally scheduled Call time, the Performer shall be paid from his or her originally scheduled Call time.
- (b) If the Performer has been given eight (8) or more hours notice of postponement before the originally scheduled Call time, the Performer shall be paid from the postponed Call time.

A1908 Cancellation of Scheduled Days

- (a) If the Producer cancels a Performer's scheduled day or days, the Performer shall be paid in full the contracted fee for such cancelled day or days, except as modified by other provisions of Article A19.
- (b) Where a Performer arrives on set for his or her Call and is subsequently not used on that day, the day is not a "cancelled day" for the purposes of Article A334 (Net Fee) of this Agreement.

A1909 No Weather-Permitting Calls in Studio

No weather-permitting Calls shall be allowed for work in studio.

A1910 Illness

Should illness or other physical or similar cause prevent the Performer from carrying on the Performer's individual contract, the Performer shall provide a medical certificate. If the Performer is absent by reason of illness for more than one day, the Producer may:

- (a) terminate the engagement forthwith upon payment to the Performer of monies accrued to the date of the Performer's absence; or,
- (b) suspend the engagement for the period of absence and subject to the Performer's other engagements entered into before the beginning of such period, extend the period of first Call by the period of absence.

A1911 Weather Cancellation

Where the Performer's scheduled day is cancelled because of weather at any time up to and including the scheduled Call, the following shall apply:

- (a) if the cancelled day is not rescheduled, the Performer shall be paid one hundred percent (100%) of the Performer's contracted daily fee; or,
- (b) if the cancelled day is rescheduled for a day when the Performer is available, the Performer shall be paid an additional fifty percent (50%) of the contracted fee for such rescheduled day; or,
- (c) if the cancelled day is rescheduled for a day on which the Performer has a prior Booking, the Producer shall:
 - (i) excuse the Performer so that the Performer may fulfill the previous commitment; or,
 - (ii) compensate the Performer to the extent of loss should the Performer be able to withdraw from the conflicting engagement.

A1912 Performance Default

Where a Performer does not fulfill a contracted engagement which causes a cancellation, postponement or a delay of production and subject to the Grievance Procedure, the Performer may be required to forfeit his/her fee, except where the Performer's failure to fulfill such an engagement is caused by illness (subject

to A1910) or other reason beyond the control of the Performer. Certification of illness must be supplied if requested by the Producer. The Producer shall not withhold any of the Performer's fee pursuant to this Article, but may pay the disputed amount to the Union, in trust, pending the determination of an Arbitrator of whether there has been a breach of the contract by the Performer. A hearing in the selected forum shall convene within seven (7) days of a dispute arising under this Article.

ARTICLE A20 - WORKING ENVIRONMENT

A2001 Dressing Room and Sanitary Provisions

- (a) The Producer will provide the following facilities:
 - (i) a supply of pure drinking water;
 - (ii) a suitable seat for each Performer during rest periods;
 - (iii) a stretcher or a cot of a type suitable for use as a stretcher;
 - (iv) separate dressing room facilities for male and female Performers where they may change their clothing in privacy and comfort;
 - (v) separate changing room facilities for Minors of each sex;
 - (vi) a place of safekeeping (such as dressing rooms with adequate locks, lockers or a secured area) for checking normal personal belongings during working hours;
 - (vii) clean and accessible toilets and washrooms;
 - (viii) first-aid equipment.
- (b) The Producer shall, where possible, provide for the exclusive use of Performers, clean and comfortable facilities (such as dressing rooms in studios and either trailers or motor homes on location) with reasonable temperature and adequate amount of space.
- (c) The Producer shall be responsible for damage to, or loss of the Performer's normal personal belongings and/or wardrobe or property required by the Producer unless a place of safe keeping (see (vi) above) is provided adjacent to the set or location on which the Performers are required to work. Notice of such damage or loss shall be given to an authorized representative of the Producer at the time the loss is discovered but in no case more than twenty-four (24) hours after dismissal unless extenuating circumstances exist.

A2002 Safety Provisions for Dancers

Adequate time (up to thirty (30) minutes) and space must be provided to permit all Dancers to warm-up (perform limbering exercises) prior to dancing. In no event shall any Dancer be asked or assigned to rehearse on unsafe floors, or concrete cement, stone, or similar surfaces unless the surface is covered in such a manner as to result in a resilient dancing surface except on "camera day" when the requirements of other production equipment make use of such non-resilient surfaces unavoidable. It is understood that the Producer may request that the Union waive the above provisions which address non-camera day rehearsal when it is deemed that such precautions are not necessary for the style of dancing to be performed, such as the minuet. All Dancers shall be given prior notice if dancing on oily or wet surfaces is required. If a Dancer is not notified he/she may refuse to perform on such oily or wet surfaces unless he/she has, or is provided, appropriate footwear.

A2003 Special Effects

Whenever fire, fog, smoke or other airborne special effects are used, the Performers shall be given leave, when they are not required on set, to go to another area where they may breathe clean air.

A2004 Easing of Work Rules

Upon written request by the Producer to the Union, the working provision of this Agreement may be waived where it is established that it is physically impossible to comply or that the burden involved in compliance is unreasonable. The rates and fees paid to a Performer shall not be waived or changed by any waiver.

A2005 Safety

The Producer and the Union agree that all safety procedures and/or guidelines required by law or by the Producer must be followed to protect the safety of Performers covered by this Agreement. Performers and

the Producer are required to follow all safety rules and health standards, and the failure to do so can lead to disciplinary action including dismissal. However, no Performer shall be dismissed or otherwise disciplined for refusing to work in conditions that he/she reasonably believes to be unsafe.

A2006 Medical Attention and Hospitalization

The Producer shall provide and pay for transportation to the nearest physician or hospital facility for any Performer who requires medical attention during working hours or on Distant Location. The Producer shall report the nature and place of hospitalization to the Union as soon as possible.

A2007 Use of Animals

- (a) The Producer shall protect animals and prevent their abuse during production, assuring responsible, decent, and humane treatment of animals.
- (b) If the Producer requires any Performer to work with or near animals that are being used in the Production, then the animals shall be reasonably secured or cordoned off when they are not being used. When the animals are being used they shall be under the direct and constant supervision of a qualified trainer/wrangler.
- (c) The Producer shall not require any Performer to do anything, or to omit to do anything, which constitutes cruelty to animals.
- (d) The Producer will not use a Performer in the production of a scene for any Production in which an animal is intentionally tormented or killed, except that the photography of animals killed under the provisions of a legal hunting season will be excluded.

A2008 Provision of Transport/Escort During Non-Daylight Hours

The Producer shall endeavor to provide, upon request, either transportation or an escort to the nearest public transportation when the Performer completes work during non-daylight hours.

A2009 Performer may refuse to cross picket lines

A Performer may refuse to cross a picket line established by a labour organization provided that the picket line has not been declared illegal.

ARTICLE A21 - UPGRADING

A2101 Upgrading of Performers

Where a Performer is upgraded in category during the course of production, (except as provided in D405, *i.e.*, Background Performers upgraded in an Background Performer category), the Performer shall receive payment in accordance with fees and rates for the higher category of performance for the entire period of the engagement in the same Program or Episode.

A2102 Upgrading of Background Performers

- (a) Where a Background Performer by virtue of an Individual Characterization or the addition of dialogue is upgraded to Principal Actor or Actor, the Performer shall be contracted and receive payment in accordance with the fees and rates for the higher category which shall be retroactive for all days during which the Performer was engaged to portray such Role or Individual Characterization. The aforementioned upgrading of a Background Performer need not apply retroactively provided that the Background Performer so upgraded has not been previously identified with such Role or Individual Characterization.
- (b) Where a Performer is initially hired as a Background Performer, but dialogue is added to his or her character in post-production, such Performer shall be upgraded to Principal Actor, or Actor and receive payment in accordance with the fees and rates for the higher category unless the Producer can provide to the Union a copy of a Performer contract and proof of payment showing that the off-camera Performer who provided voicing was compensated at or above the minimum fees in the applicable category provided for in this Agreement.
- (a) A Performer engaged as a Background Performer who is subsequently directed to speak at least one line not as part of a group or crowd shall be paid, depending on the number of lines spoken, the Actor or Principal Actor rate.

ARTICLE A22 - DOUBLING

A2201 Performers Doubling

Performers (on- or off-camera), except Background Performers, who are engaged to perform in more than one Role shall receive an additional payment of fifty percent (50%) of the day's total Net Fee, plus Use Fees, for each day on which the additional Role is scheduled and/or performed. The foregoing may not apply in the case of live pick-up of stage Productions under the jurisdiction of Canadian Actors Equity Association (see A3101).

A2202 Incidental Doubling

A Principal Actor or Actor may do such minor singing or dancing which is incidental to his/her dramatic Role without additional compensation. A Singer may speak lines or dance a few steps which are incidental to his/her Role, or a Dancer may speak lines or do such minor singing which is incidental to his/her Role without additional compensation.

A2203 Participation in Off-Camera Crowd Noises

Participation in off-camera crowd noises shall not be considered as doubling, and is permissible without additional compensation.

ARTICLE A23 - OTHER DUTIES

A2301 Additional Services

When any Performer is required to provide additional services, such as contacting other Performers, arranging for Auditions, arranging for Rehearsal(s), etc., such Performer shall report to the Producer and to the steward the amount of time involved. Such time shall be paid for at a rate not less than the Performer's minimum hourly rate for his/her category.

A2302 Warm-ups and After Shows

Performers engaged for warm-ups and after shows shall receive minimum payment as follows, in addition to any fees required to be paid for a Program in which the Performer is engaged; all Performers in warm-ups and after shows shall be paid at the Principal Actor rate for a four (4) hour call. Any work time in excess of four (4) hours per occasion shall be paid at the hourly rate of a Principal Actor. Work under this A2302 does not attract Use Fees.

A2303 Choreographer

- (a) A Choreographer will be compensated at not less than the rate specified in Article B101, for each day worked on the engagement. A Choreographer shall be entitled to the benefits of all the terms and conditions of this Agreement, save and except Use Fees.
- (b) **Double Contracting:** Choreographers who perform in another Performer category (*e.g.*, Dancer) on the same day(s) they provide, or are contracted to provide, Choreographer services, shall receive no less than the minimum daily fee for a Choreographer, plus the minimum daily fee for the other Performer category for that day. The other Performer fee(s), including overtime, shall be subject to Use Fees (where appropriate) and shall be noted on a separate Performer contract. Additional time rates, *i.e.*, overtime, travel, etc., may be paid at the other Performer rate.

A2304 Vocal or Dialogue Coach

- (a) A Vocal or Dialogue Coach will be paid no less than the rate as specified in Article B101 for each day worked on the engagement. A Vocal or Dialogue Coach shall be entitled to the benefits of all the terms and conditions of this Agreement, but this coaching does not attract Use Fees.
- (b) **Double Contracting:** Vocal or Dialogue Coaches who perform in another Performer category (*e.g.*, Principal Actor) on the same day(s) they provide, or are contracted to provide Vocal or Dialogue Coaching services, shall receive no less than the minimum daily fee for a Vocal or Dialogue Coach, plus the minimum daily fee for the other Performer category for that day. The other Performer fee(s), including overtime, shall be subject to Use Fees (where appropriate) and

shall be noted on a separate Performer contract. Additional time rates, *i.e.*, overtime, travel, etc., may be paid at the other Performer rate.

A2305 Reading Session

Performers shall be compensated for time spent in a Reading Session at the Performer's contracted hourly rate with a minimum four (4) hour call. [See also A344.]

A2306 Rehearsal

Performers shall be compensated for time spent in Rehearsal at the Performer's contracted hourly rate with a minimum four (4) hour call. [See also A345.]

A2307 Production Meeting

Performers shall be compensated for time spent in a Production Meeting at the Performer's contracted hourly rate with a minimum four (4) hour call. [See also A342.]

ARTICLE A24 - NUDE SCENES

A2401 When the requirements of a Role involve nudity, the following conditions apply:

(a) **Auditions**

- (i) Performers shall be advised in advance of Auditions if nudity or simulated sexual activity is a requirement of the script.
- (ii) No Performer shall be required to appear nude or semi-nude until after s/he has been auditioned as a Performer (*i.e.*, as an Actor, Singer, Dancer, etc.) and in any case shall not be required to disrobe in whole or in part at the **first** Audition.
- (iii) In the event that nude or semi-nude Auditions are to be held, the Producer must advise the Union in advance.
- (iv) When a callback Audition requires nudity or semi-nudity, the Performer shall be notified of this requirement in advance.
- (v) The nude or semi-nude Audition will be for the sole purpose of viewing the body. The Performers shall not be required to perform in the nude or semi-nude at the Audition.
- (vi) Such Auditions will be closed and will be limited to a maximum of five (5) persons who, it must be demonstrated, have a direct professional or artistic relationship to the Production and to the particular Audition. No other persons will be permitted to observe the auditions through the use of monitors or any other device that allows observation without being present. A representative of the Union may be present in addition to the five (5) Producer representatives.
- (vii) No photos, filming, taping or preservation of the Audition, by any means whatsoever, will be permitted without the prior written consent of the Performer which written consent must be provided on a form approved by the Union.
- (viii) No sex acts shall be required of any Performer at any Audition.
- (ix) Performers will be required to Audition nude or semi-nude on one (1) occasion only.

(b) **Contracts**

- (i) The specific requirements, including but not limited to the exact nature of the nude or semi-nude scenes, the maximum degree of nudity required, the nature of attire (see-through clothes, etc.) and any other relevant information pertaining to the scene which may reasonably be expected to give a full, true and complete disclosure of the nature of the nudity required must form part of the Performer's written contract and must be submitted to the Performer in writing at least forty-eight (48) hours prior to the signing of the Performer's contract. In exceptional circumstances, when a Producer is required to replace a Performer who has been previously contracted for a nude scene on short notice (*i.e.*, within forty-eight (48) hours of said Performer's first contracted day), then the aforementioned forty-eight (48) hour provision may be waived provided that all other conditions of A24 apply.
- (ii) Performers may refuse to do anything not specified in his/her contract without liability or forfeiture of any portion of the Contracted Fee.

- (iii) All Performers' contracts must contain as a rider to such contracts all provisions of this Article.
- (iv) (A) The minimum fee for a Background Performer appearing nude in a scene shall be not less than that specified herein for an Actor, but such performance shall not attract Use Fees.
- (B) The minimum fee for any other Performer appearing nude in a scene shall not be less than that of a Principal Actor.

A2402 Rehearsal and Performance

- (a) With the exception of the final Rehearsal for camera and lighting, there will be no rehearsing in the nude or semi-nude.
- (b) During the final Rehearsal as in (a) above, and during the shooting of nude or semi-nude scenes, the set will be closed to all persons (and observation by means of a monitor prohibited), except for those having a direct and proven professional need to be present.
- (c) Except for continuity purposes, still photos, Polaroids, etc. of nude or semi-nude scenes will be taken only if the Performer gives prior written consent, said consent to specify the nature of the photo and the planned use of said photo. Unused stills, Polaroids, etc. and negatives of such scenes will either be turned over to the Performer concerned or otherwise accounted for to the Performer's satisfaction.
- (d) Clips or stills of nude or semi-nude scenes shall not be used in promotion, publicity, trailers or in the case of television in recaps of previous Episodes without the written consent of the Performer.
- (e) Using a body double for a Performer (who did not originally perform in the nude in the Production) to create a nude or semi-nude scene in a Program shall not be done without the written consent of the Performer originally contracted for the Role. A complete description of the scene to be body-doubled will be submitted to the originally contracted Performer at the time his/her consent to the use of a double is sought. Using a body double for a Performer is permitted where a Performer was contracted for and performed in a nude or semi-nude scene in the Production and has given written consent, provided that the use of such body double is limited to the consent given.
- (f) With the consent of fellow Performers, in the scene, and with the consent of the director, the Performer may have his/her personal representative on the set.
- (g) Where necessary to verify contractual obligations, Performers may request to view the footage at the "fine-cut" stage of a scene in which they appear nude, semi-nude or in scenes of a sexual nature. Permission to view such footage shall not be unreasonably withheld.

ARTICLE A25 - RISK PERFORMANCE

A2501 Undertaking of Risk Performance

Performers shall not be required to undertake Risk Performances. Whenever possible, Producers shall engage qualified Stunt Performers to undertake such work.

- (a) Where it is not possible to engage a qualified Stunt Performer and other Performers are called upon to undertake a Risk or dangerous Performance they may:
 - (i) negotiate an additional fee which shall not be less than the fee for a Stunt Performer; or
 - (ii) refuse to perform the Risk or dangerous Performance but such Performers shall be paid fully for the engagement.
- (b) Notwithstanding any agreement to proceed, the parties reserve the right to review the circumstances and require that a stunt fee be paid. If the parties fail to agree, the matter may be referred to the Grievance Procedure.

ARTICLE A26 - STUNT PERFORMANCE

A2601 Consultation

When a Stunt Performer attends a meeting called by the Producer to discuss the feasibility and/or engineering of a stunt, he or she shall be paid a consultation fee at the Performer's contracted hourly rate for

a minimum four (4) hour call. The foregoing fee will not be payable on days when such Stunt Performer is engaged to perform such stunt.

A2602 Performance and Fee

Upon the actual engagement of a Stunt Performer to perform a stunt, the minimum fee shall be the Principal Actor rate plus any additional amount (stunt adjustment) which may be negotiated between the Stunt Performer and the Producer or Stunt Coordinator in relation to the difficulties, danger and other pertinent details regarding the stunt to be performed. This stunt adjustment is not excluded from Net Fees and is therefore residual attracting.

A2603 Double Contracting

Except as provided for Stunt Actors, the contracted fee in A2602 shall be exclusive of any performance in a residual category provided by a Stunt Performer as a Principal Actor, Actor, Singer, Dancer, etc. If the Stunt Performer, in performing the stunt, is only doubling photographically for another Performer, the contracted fee in A2602 above is applicable. However, if the Stunt Performer, in addition to performing the stunt, also enacts the role of the "character" involved in the stunt (with the above noted exception for a Stunt Actor role), an additional performance fee applicable to the appropriate performance category (*e.g.*, Principal Actor, etc...) shall be paid to the Stunt Performer. Incidental vocalization to enhance the presentation of the stunt performance shall not be counted in determining whether a performer meets the definition of Principal Actor or Actor.

A2604 Required Details of Contract Provided

Prior to any stunt performance, a contract will be signed between the Performer and the Producer specifying:

- (a) The precise nature of the stunt to be performed;
- (b) The Performer's agreement to perform the stunt as specified;
- (c) The amount of the fee for each performance of the stunt;
- (d) The nature of the agreement between the parties concerning indemnity.

A2605 Audition

The Producer may audition a Stunt Performer in order to establish the suitability of the Stunt Performer for photographic reasons, or reasons relating to an acting performance. However, a Performer so auditioned shall not be required to perform the intended stunt on a trial basis for Audition purposes; nor may such Audition be construed to be a consultation call as outlined in A2601.

A2606 Creating and Engineering Stunts - Stunt Coordinator

The Union shall maintain a list of Stunt Performers and, upon request from a Producer, shall identify and supply from this list competent and qualified persons in the Stunt Coordinator classification. The Producer agrees to consider Stunt Coordinators from this list prior to employing Stunt Coordinators from any other source. The creating and engineering of stunts, and the engagement and supervision of Stunt Performers shall be governed by the following:

- (a) Actual work involved in accomplishing the stunt, including engineering and planning details, shall be satisfactory to the Stunt Performer, particularly when the Performer has not been retained to coordinate the stunt as well as perform in it.
- (b) Double Contracting: Stunt Coordinators who perform on-camera the same day(s) they provide, or are contracted to provide, coordinating services, shall receive no less than the minimum daily fee for a Stunt Coordinator, plus the minimum daily fee for a Stunt Performer, for that day. The Stunt Performer fee(s), including stunt adjustment and overtime, shall be subject to Use Fees and shall be noted on a separate Performer contract. Additional time rates, *i.e.*, overtime, travel, etc., may be paid at the Stunt Performer rate.
- (c) Stunt adjustments must be approved by an authorized representative of the Producer before the stunt is performed.

A2607 Safety and Protection of all Performers

- (a) No Performer shall be required to work with an animal which a reasonable person would regard as dangerous in the circumstances unless a qualified animal handler or trainer is present on the set or location (see Article A2007).
- (b) No Performer shall be rigged with any type of explosive charge of any nature whatsoever unless a qualified special effects person is present on the set or location. **All Performers rigged with an explosive charge (e.g., squibs) shall be considered undertaking a risk performance.**
- (c) All reasonable requests and requirements for safety equipment shall be complied with by the Producer or the Producer's representatives on the set or location.
- (d) Equipment provided by the Producer, e.g., autos, cycles, wagons, etc., shall be in suitable repair for the safe and proper performance of the stunt. Persons involved in the planning and/or execution of a stunt shall be entitled to inspect any vehicle, mechanical device and/or equipment to be used in a stunt on the day prior to its use, provided it is available. In any event, such persons shall have reasonable time for such inspections. No payment is due for any such inspection.
- (e) Stunt Performers shall have the right to negotiate for additional compensation for any stunt work required which is over and above that to which the Producer and Stunt Performers originally agreed.
- (f) An emergency medical care person, visually identifiable, shall be present on any set or location where hazardous work is planned. The Producer shall ensure that the person is properly equipped, establish the capabilities of nearby medical facilities and provide transportation and communication with these facilities.
- (g) When a Production requires scripted or non-scripted Stunts, a Stunt Coordinator shall be engaged and present on the set where appropriate in accordance with customary industry practice. No Performer without requisite training and/or experience shall be required to perform a Stunt without an opportunity for prior consultation by the Performer with such qualified Stunt Coordinator or such other individual with the requisite experience and/or expertise in the case that a Stunt Coordinator is not required.
- (h) Producers shall instruct Stunt Coordinators to notify the Union of scripted Stunts involving non-Stunt Performers, which notice shall include the date, and location, to the extent known.
- (i) The Performer's consent shall be a requisite precondition to performing Stunts or other hazardous activity. This consent shall be limited to the Stunt or activity described to the Performer at the time consent was given. They do not have to agree; the Performer may always request a double.

A2608 Stunt Driving Guidelines

Where the Producer requires any of the following conditions to occur, a vehicle driver shall qualify as a Stunt Performer:

- (a) When any or all wheels leave the driving surface.
- (b) When the tire traction is broken, e.g., skids, slides, etc.
- (c) Impaired vision - where the driver's vision is substantially impaired by:
 - (i) dust;
 - (ii) spray (when driving through water, mud, etc.);
 - (iii) blinding lights;
 - (iv) restrictive covering of the windshield;
 - (v) smoke; or
 - (vi) any other condition restricting the driver's normal vision.
- (d) The speed of the vehicle will be greater than normally safe for the conditions of the driving surface, or when other conditions such as obstacles or difficulty of terrain will exist or off-road driving, other than normal low-speed driving for which the vehicle was designed, will occur.
- (e) Where any aircraft, fixed-wing or helicopter, is flown in close proximity to the vehicle creating a hazardous driving condition.
- (f) Where the driver is required to drive in a position substantially different from a normal driving position (e.g., when the driver must drive while lying across the seat, or from the back seat).
- (g) Where high speed or close proximity of two (2) or more vehicles will create conditions dangerous to the driver, passengers, by-standers, or the vehicle.
- (h) Where for safety reasons, a Performer is doubled on-camera as driver or passenger in a vehicle, the double shall qualify as a Stunt Performer.

A2609 Insurance for Stunt Performers/Coordinators

The Producer will extend its General Liability Insurance policy or like policy to Stunt Performers and Stunt Coordinators.

A2610 Stunt Doubling for Females and Visible Minorities

Where a Stunt Performer doubles for a role which is identifiable as female or a visible minority, and the race and/or sex of the double is/are also identifiable, every effort shall be made to cast qualified persons of the same sex and/or race involved. When the Stunt Performer is not so identifiable, the Producer shall use best efforts to increase the employment of women and visible minorities for such Stunts.

A2611 Scripted Stunts

Except for bona fide emergencies, no Background Performer hired as such may be engaged for scripted Stunts on any production if, on that day, the Background Performer was engaged as a Background Performer in the same Production. A Stunt is a non-scripted Stunt when not called for or contemplated by the action in the script, and not pre-planned, pre-conceived or deliberately omitted for the purpose of evading this rule.

ARTICLE A27 - MINORS**A2701 Application**

The Employment Standards Act Regulations governing the employment of Minors in the Province of British Columbia are incorporated into, and form part of this Agreement (see Appendix "F"). Such Regulations shall apply to all Minors under the age of seventeen (17). Where the Regulations are silent for Minors over the age of fourteen (14) and under the age of seventeen (17) the provisions for children ages twelve (12) to fourteen (14) shall apply.

A2702 Regulations Governing Engagement of Minors

The Producer shall at all times adhere to the Employment Standards Act Regulations governing the employment of Minors in the Province of British Columbia. All relevant Applications and forms required to be completed and submitted to the Employment Standards Branch of the Ministry of Labour and the Office of the Public Trustee shall, at the same time, be copied to the Union office.

A2703 Tutoring

The Producer shall provide a tutor for any Performer under the age of majority who normally attends school (*i.e.*, Kindergarten through Grade 12) and who works three (3) or more school days during a production week.

A2704 Call Times for Audition

On school days, Call Times for Auditions, interviews, and individual voice and photographic tests, wardrobe fittings, wardrobe tests, make-up tests and photographic conferences for Minors shall be after school hours. On evenings preceding a school day, the same shall not be held later than 7:00 p.m. for Minors under the age of twelve (12) years of age and not later than 9:00 p.m. for Minors aged twelve (12) to fifteen (15).

ARTICLE A28 - TALENT AUDITIONS, INTERVIEWS AND INDIVIDUAL TESTS**A2801 Auditions Sign-in Sheet Required**

Performers shall sign-in on an Audition Sign-in Sheet (see Appendix "G") provided at the place of Audition, a copy of the sign-in sheet will be given to the Union after the completion of the Auditions.

A2802 Audition Environment

The Producer shall endeavor to ensure the proper audition facilities are used when auditioning Performers. This shall include, but not be limited to, a closed audition space with proper lighting and adequate acoustic insulation to preserve the integrity of the audition process.

A2803 No Memorization Required

Performers shall not be required to learn special material, spoken lines, or special business. Provided that a Performer is provided with script pages ("sides") twenty-four (24) hours before the audition, memorization will be permitted and may be requested by the Producer when the field for leads or running parts has been narrowed down to not more than three performers.

A2804 Audition Fees

No fees are required for the first or second Audition of a Performer. It is the intention of this Article to afford the opportunity for Performers to display their individual talents.

A2805 Audition Recall Fee

Where a Performer is required to attend a third (3rd) or subsequent Audition, the Producer shall compensate the Performer for expenses incurred by paying an amount not less than fifty dollars (\$50.00) for each hour or part thereof.

A2806 Audition Delay Fees

A Performer who is detained by the Producer for more than one (1) hour commencing at the individual Performer's Audition Call Time, shall be compensated for all excess time over the one (1) hour at the rate of thirty dollars (\$30.00) per hour or part thereof. If a Performer is more than ten (10) minutes late s/he will not be entitled to Audition delay fees.

A2807 Audition Reader Fees

Notwithstanding A2801, a Performer engaged to take part in another Performer's Audition shall be paid at the hourly rate of twenty one dollars and twenty cents (\$21.20) per hour or a minimum payment of one hundred dollars (\$100.00), whichever is greater.

A2808 Open Audition Call

When open Performer Auditions or Interviews are to be held for any category, except Background Performers, notice of such Audition with necessary details shall be given to the Union not less than four (4) days prior to such Audition when feasible. When scheduling Auditions for Performers, the Producer will make reasonable efforts to provide the Performers with forty-eight (48) hours notice of such an Audition.

A2809 Preference of Audition

The Producer agrees to give Union members preference in the auditioning of Performers. In the case of "open calls", Union Members shall be Auditioned in advance of and separate from non-Union members. However, Union members may be Auditioned during non-member Auditions if they are unavailable during member Audition time.

A2810 Provision of Transport/Escort During Non-Daylight Hours

The Producer shall endeavor to provide, upon request, either transportation or an escort to the nearest public transportation when the Performer completes an Audition during non-daylight hours.

ARTICLE A29 - PHOTO SESSIONS - PHOTOS USED ON-CAMERA**A2901 Prop Shots**

In the event that a Performer is called in for a photography session in which the resulting photo(s) is intended for use as a prop in a Production, the Performer shall be entitled to payment at no less than the Principal Actor's contracted hourly rate, with a four (4) hour minimum call. Time in excess of the minimum call shall be paid at the Principal Actor's hourly rate, or the Performers contracted hourly rate, whichever is greater. These fees shall not form part of the Net Fees.

ARTICLE A30 - RETAKES, ADDED SCENES AND AUDIO RECALL

A3001 Post-Synchronization

A Performer required to do post-synchronization in the course of a working day, shall do such work and such work may be done without additional compensation.

A3002 Retakes Following Completion of Regular Schedule

In the event that Performers are required by the Producer to return for retakes following the completion of the regular schedule of work, the Performer shall be obligated to work on such retakes providing such recall to work does not conflict with a *bona fide* prior professional engagement commitment made by the Performer. Should there be a conflict of engagements, the Producer shall reschedule work to permit the Performer to keep the Performer's prior professional engagement commitments; or compensate the Performer to the extent of the loss incurred by the Performer in the event the Performer is able to withdraw or postpone such conflicting prior commitment.

A3003 Contracting Procedure

The Union must be notified of any proposed work under this Article. If the performance bond has been returned to the Producer, a new performance bond in a reasonable amount sufficient to cover the work to be performed may be required upon recall. The Union shall receive work reports concerning such work. Performers shall be contracted and paid the following fees when recalled to work:

- (a) On-Camera Work: The original pro-rata contract rate for such day of work.
- (b) Post-Synchronization (On-Camera Performer): The on-camera Performer required to provide off-camera work (post-synchronize such Performer's on-camera performance) following the completion of the schedule of work shall be paid the original on camera pro rata contracted hourly rate for a minimum payment of four (4) hours for each day of such recall to work. There shall be no unpaid meal period in a four (4) hour call.
- (c) Recall (Off-Camera Performers): The Off-Camera Performer recalled to provide additional work shall be paid the original pro-rata contracted hourly rate for a minimum of four (4) hours for each day of such recall to work. There shall be no unpaid meal period in a four (4) hour call.
- (d) Recall (Narrators and Commentators): The Narrator or Commentator recalled to provide additional work shall be paid the original additional work time hourly rate with a minimum of four (4) hours for each day of such recall to work or the fee paid for the original session, whichever is less. There shall be no unpaid meal period in a four (4) hour call.

Any work in excess of four (4) hours shall be paid at the Performer's contracted hourly rate in one-tenth (.1) hour increments.

ARTICLE A31 - PICK-UP OF A LIVE PERFORMANCE

A3101 Consent

There shall be no pick-up of Performers in any theatre, nightclub, circus, hotel, studio or other places where Performers are appearing, without the consent of the Union. When such consent is given, the Performers concerned shall be entitled to additional amounts for such performances as are required under the terms of this Agreement or, where applicable, the Reciprocal Agreement between the Union and any other Performer's association having jurisdiction, whichever amount is greater. Upon request, a copy of the applicable Reciprocal Agreement will be furnished to the Producer. It is agreed that the Union may waive the provisions of Article A22 in the case of the pick-up of a live dramatic presentation in which actors are required to play multiple Roles.

A3102 Insert Fees

Where the pick-up of a performance or rehearsal is for the purpose of producing an insert in a Program of longer length (such as a promotional or publicity Program) and no extra rehearsal or additional work is required by the Performer, the Producer may apply to the Director of Collective Bargaining for fees and rates, including Use Fees, for such inserts. Such fees shall be based upon the fees provided in this Agreement.

A3103 News Short

Upon the consent of Performers involved, and conditional upon the pick-up of the performance being accomplished during normally scheduled performance or rehearsal, up to four (4) minutes of recorded performance may be used in information Programs only, without additional payment.

ARTICLE A32 - PUBLICITY STILLs, TRAILERS AND PROMOS**A3201 Publicity Stills**

Publicity stills or trailers may be used to publicize a Program in which the Performer has appeared. Still photographs or trailers shall not be used for any other purpose except when the Producer has contracted with the Performer for use of such still photographs and trailers. The Performer shall be paid a fee not less than one-half the Principal Actor Daily rate for four (4) hours included work time.

A3202 Availability of Performer for Promotion

The Performer shall agree to be available as reasonably required by the Producer for the purposes of promoting and publicizing the Production. The Performer shall ensure his availability for no less than an aggregate of four (4) hours for such purpose.

ARTICLE A33 - EXCERPTS**A3301 Excerpts:** The following provisions apply to the use of excerpts:

- (a) Any Performer appearing in an excerpt not within the exceptions in subparagraph (b) below will be paid a fee not less than the contracted daily fee such Performer received in the original Program from which the excerpt is taken. All other terms and conditions of this Agreement (including Use Fees) shall apply to the new Program as if the Performer had actually participated. A Performer who appears in multiple excerpts not within the exceptions in subparagraph (b) below, which are used in a single Program, will receive a fee equal to the highest contracted daily fee such Performer received in one of the original Programs from which the excerpts are taken.
- (b) Excerpts (except for Flashbacks – See Article A3302 below) may be used in the following circumstances without additional compensation to the Performer(s) appearing in such excerpts:
 - (i) When such excerpt is used in a Program in which the Performer(s) participates in new work for such Program;
 - (ii) As a recap, preview or teaser within a Series from which the footage was taken;
 - (iii) Excerpts of not more than four (4) minutes may be used in the following circumstances without additional compensation to the Performer(s) appearing in such excerpts:
 - (A) For the purpose of advertising or promoting a program or programs within a series from which the excerpt is taken;
 - (B) In any awards Program;
 - (C) In news/news magazine Programs for the promotion of the Performer(s) and/or Production or Series, or because of the newsworthy nature of the performance or Performer(s) and/or the original Production.
- (c) Background Performers will not be compensated for use of an Excerpt.
- (d) Use of Excerpts in opening and/or closing montages is addressed in A3303 below.

A3302 Flashbacks

If Flashbacks are used in an Episode in which a Performer does not otherwise appear, the Performer shall be paid not less than his contracted daily fee for the Program from which the flashback footage was taken. All other terms and conditions of this Agreement (including Use Fees) shall apply as if the Performer had actually participated.

A3303 Opening and Closing Montages

Where a Performer (other than a Background Performer) appears in an opening and/or closing montage and in fifty percent (50%) or more of the Episodes in the Series cycle, he/she shall receive no additional payment for such use.

- (a) Where a Performer (other than a Background Performer) appears in an opening and/or closing montage and in less than fifty percent (50%) of the Episodes in the Series cycle, he/she shall be paid a Use Fee equal to five percent (5%) of his/her contracted daily fee for each Episode in which the opening and/or closing montage is used in which he/she does not otherwise appear.
- (b) Where a Performer is engaged to perform in an opening and/or closing montage for an Episode and does not appear in any of the Episodes in the Series cycle, he/she shall be paid no less than the session fee for the appropriate performance category, plus Use Fees, where applicable. Such Performer (other than a Background Performer) shall be entitled to a Use Fee equal to five percent (5%) thereof for each additional episode in which such montage is used.

ARTICLE A34 - LIP SYNCHRONIZATION AND PHOTOGRAPHIC DOUBLING

A3401 The Producer will not, without the Performer's consent, lip synchronize or use a photographic double in lieu of a Performer, except under the following circumstances:

- (a) when necessary to meet expeditiously the requirements of the exhibition;
- (b) when necessary to meet expeditiously censorship requirements, domestic or foreign;
- (c) when, in the opinion of the Producer, the failure to use a double for the performance of a hazardous act might result in physical injury to the Performer;
- (d) when the Performer is not available, or when the exigencies of the production render such impracticable; and/or
- (e) when the Performer fails or is unable to meet certain requirements of the Role, such as singing or the rendition of instrumental music, or other similar services requiring special talent or ability other than that possessed by the Performer.

Pursuant to any of the provisions (a) through (e) above, the Producer shall have the right to lip synchronize or use a photographic double for not only the acts and poses, plays and appearances of the Performer, but also the voice of the Performer, and all instrumental, musical and other sound effects to be produced by the Performer to such an extent as may be required by the Producer. However, nothing in this Article shall enable the Producer to avoid paying any Performer at rates which are less than those contained in this Agreement.

ARTICLE A35 - CREDITS

A3501 Exhibitor to Honour Performer Credits

In its distribution or licensing agreements with exhibitors, distributors, broadcasters, or similar licensees, the Producer shall include a provision prohibiting the licensee from deviating from the contracted Performer credits. In the case of an inadvertent breach, the breach shall be cured prospectively.

A3502 Documentaries and Industrials

In Documentary or Industrial Programs, if any craft credits are given, then credits to Performers as provided in this Article shall apply.

A3503 Performer Credits

The Producer will use its best efforts to place at the end of each theatrical film and TV movie, a cast of characters naming the Performers and Roles played.

A3504 Credit to be Legible

All credits will be in a readily-readable colour, size and speed, subject only to the requirements of the broadcaster.

A3505 Individually Negotiated Credit

Except for Documentaries, Educational Programs, and Industrial Programs, any Performer (excluding Background Performers) may negotiate, at the time of signing his/her individual performer contract, the size and personal credit to be given, including the right to have no credit given. The Producer shall honour individually negotiated screen credits for placement, size, and description as agreed on in the Performer's

individual contract of engagement. Disputes as to whether contractually agreed screen credit has been accorded shall be subject to the Grievance Procedure.

A3506 Failure to Provide Credit

Should the Producer fail to provide the credits on the Program as required above, the Producer agrees to the following remedy:

- (a) to correct the omission prior to public showing where practicable; or
- (b) if correction as in (a) above is not practicable, to fulfill the intent of the provisions for credit by inserting in appropriate daily and/or trade papers announcements for the sole purpose of identifying the Performer whose credit has been omitted. The specific Periodicals and the size and content of the announcements will be the subject of negotiation between the Producer and the Performer. Should the parties fail to agree on the nature of these announcements, the matter may be submitted to the Grievance Procedure for resolution. Cost of these advertisements will be borne by the Producer.

A3507 Union Logo

The Producer shall include the Union logo on the credit or cast roll if the logo of any other union or guild is included in the credit or cast roll as a result of a provision first negotiated in a collective agreement in British Columbia after the effective date of this agreement, and if the Union provides the logo on a timely basis.

ARTICLE A36 - PAYMENT OBLIGATIONS

A3601 Payment

All fees and payments must be paid to Performers no later than the fourth (4th) business day following the end of the week in which the performance occurred. All remittances and supporting documentation must be forwarded to the Union no later than two calendar weeks following the end of the week in which the work was performed.

A3602 Late Payment Penalty

In the event that payment of fees is not forthcoming as prescribed in A3601, the Producer shall pay to the Performer or the Union, as the case may be, a late payment charge of twenty-four percent (24%) per annum calculated at two percent (2%) per month and prorated on a daily basis, of the total outstanding fees, for each thirty (30) day period or part thereof, beginning with the first day following the day payment was due. This provision shall not apply when the Producer has filed with the Union a bona fide dispute relating to the fees payable.

A3603 Use of Payroll Service

In the event that the Producer uses a payroll company or other outside person(s) or entity (hereinafter referred to collectively as the "payroll service") to handle or facilitate the payment of wages or other benefits to or on behalf of a Performer covered by this Agreement, the Producer agrees and acknowledges that it is and remains the Producer and employer for the purposes of all the provisions of this Agreement and that the Producer remains liable and responsible for compliance with such provisions.

A3604 General Payroll Failure

In the event of a general payroll failure:

- (a) The Union shall discuss any general payroll failure situation with the Producer prior to invoking any action under this Article. If such discussions do not result in a resolution of the situation, and upon prior notice thereof to the Producer, the Union may proceed in accordance herewith. However, economic action pursuant to this Article shall not be taken by the Union in the event of a *Force Majeure*.
- (b) The Union is entitled to take the following economic action:
 - (i) demand payment of a delinquent charge of twenty-four percent (24%) per annum, calculated at two percent (2%) per month and prorated on a daily basis of the total

- amount of such unpaid monies, for each thirty (30) day period or part thereof, beginning with the first day following the fifteenth (15th) day;
- (ii) demand the immediate posting of a cash bond in accordance with Article A415; and
 - (iii) notwithstanding any other provision in this Agreement, if the Producer does not comply with (i) and (ii) above, or fails to supply sufficient evidence of the Producer's intention to comply, then forty-eight (48) hours after the Union has delivered the demand for the bond, the Producer agrees the Union may direct the Performers not to work on the Production, and it shall not be a violation of this Agreement for the Performers to cease work or take any other economic action the Union thinks necessary, until all sums due and owing have been paid in full and the bond has been posted, and the Union may immediately institute action at law or equity, or before an administrative tribunal, to obtain payment of the sums. In any action brought either in arbitration or in a Court or tribunal of competent jurisdiction, the claims arising out of non-payment shall include all costs and expenses of the proceedings, including reasonable legal and accounting fees. These rights shall be in addition to all other remedies available to the Union.
- (c) The Producer agrees:
- (i) to pay the delinquency charges referred to in (b)(i) of this Article if demanded as above provided;
 - (ii) to post the bond referred to in (b)(ii) of this Article if demanded as above provided; and
 - (iii) that the Union in its own name shall be a proper party in interest to enforce compliance by the Producer with this Agreement on the Union's own behalf and for any affected Performers without further assignments or authorization from them.

A3605 Right of Audit

The Producer agrees that, for the purposes of verifying the propriety of payments made under this Agreement, the Union shall have full access to and shall be entitled to examine and audit at annual intervals, or more frequently if warranted by the circumstances as determined by the Union, at normal place of business and normal business hours, all books, records, accounts, receipts, disbursements and any other relevant documents related to the Program.

A3606 Purchaser's Assumption Agreement

- (a) If the Producer sells, assigns, or otherwise disposes of any production produced under this Agreement or any rights thereto, to a party that is not a Distributor (in which case Article C503 will apply), the Producer shall not be relieved of any of its or her obligations for payments due under this Agreement, unless the third party to whom the said property or rights have been sold, assigned, or otherwise disposed of (the Purchaser) assumes the obligations for such payments by a Purchaser's Assumption Agreement in the form contained in Appendix "H" and the Union approves the assumption in writing. Such approval shall not be unreasonably withheld.
- (b) Upon seeking the approval of the Union to a sale, assignment or other disposition as provided for herein, the Producer shall provide to the Union such information and material pertaining to the Purchaser as the Union may reasonably require, including but not limited to, the financial status of the Purchaser, the individual principals and/or directors of the Purchaser, and the terms and conditions of the Purchase Agreement.

ARTICLE A37 - PERFORMER BENEFITS

A3701 Insurance

- (a) In consideration of the free-lance employment nature of most Performers, the Union shall maintain Insurance programs which provide such benefits to Members as life insurance, dental care, accidental death and disability coverage, weekly indemnity benefits, and extended health care.
- (b) The design and extent of coverage and entitlement of the Insurance programs shall be at the sole and absolute discretion of the Union.
- (c) The Producer shall contribute to the Union an amount equal to six percent (6%) of the Gross Fees (inclusive of Use fees) paid to all Performers.

A3702 Retirement

The Union shall maintain Retirement programs for Performers who are Members of the Union.

- (a) The Producer shall contribute to the Union an amount equal to six percent (6%) of the Gross Fees (inclusive of Use Fees) payable to all Performers who are Members of the Union; and
- (b) The Producer shall deduct and pay to the Union an amount equal to three percent (3%) of the Gross Fees (inclusive of Use Fees) payable to each Performer who is a Member of the Union.

A3703 Equalization Payments

In order to equalize the payments in respect of Union Members and non-members, the Producer shall contribute to the Union an amount equal to six percent (6%) of the Gross Fees (inclusive of Use Fees) payable to all Performers who are not members of the Union.

A3704 The Plans

The terms and provisions of the Insurance and Retirement programs designed and maintained by the Union - including the design, extent of coverage, entitlement and qualification for the benefits provided under those programs - shall be at the sole discretion of the Union, and funds payable to the Union pursuant to this Article including, without limitation, the equalization payments, may be used and applied by the Union in such manner and for such purposes as may be determined in the sole and absolute discretion of the Union. For greater certainty, the equalization payments belong exclusively to the Union.

A3705 Maximum Contributions

The maximum contributions per Performer pursuant to this Article A37 with respect to each contract of engagement shall be:

- (a) \$3,000.00 (Canadian) pursuant to Article A3701
- (b) \$6,000.00 (Canadian) pursuant to Article A3702(a) or 3703;
- (c) \$3,000.00 (Canadian) pursuant to Article A3702(b)

For the purposes of this provision, a contract of engagement for a Performer in a Series shall mean a Series cycle, but each additional optioned year shall be considered a separate contract of engagement.

A3706 Remittance

The contributions and deductions pursuant to this Article A37 shall be payable by cheque to the Union no later than two calendar weeks following the end of the week in which the work was performed for the same period covered by the Production payroll. Copies of Performer timesheets and cheques must be included with the remittance to the Union.

A3707 Remittance Statement

The Producer shall provide the Union with an itemized statement of the amount of each Performer's earnings and the contributions and deductions made in respect of each Performer when remitting the contributions and deductions under Article A37.

A3708 Reallocation of Contributions

The Union shall have the right to reallocate the percentage contributions made by the Producer to the Union under Article A411 and A37 of this Agreement upon providing notification to the Producer.

A3709 Other Plans

If a Performer is hired pursuant to the Screen Actor's Guild (SAG), American Federation of Television and Radio Artists (AFTRA), or British Actor's Equity Association (BAEA) agreement, payments will be made in accordance with that agreement. However, if:

- (a) a Performer is hired under this Agreement and is a member of SAG, AFTRA, or BAEA but is not eligible to receive benefits from the Insurance and Retirement Plans under this Agreement by virtue of residency outside Canada; and
- (b) the payments required to be made by the Producer under the SAG, AFTRA, or BAEA agreements are no less than those specified in this Agreement;

then the Producer may cause the appropriate payments to be made to the appropriate Insurance and Retirement Plan in accordance with the contribution requirements of the appropriate agreement. If such

appropriate payments are made to SAG, AFTRA or BAEA Plans, and proof of such payments is provided to the Union, the Producer will not be required to make payments under A3701(c), A3702 and A3703.

ARTICLE A38 - APPENDICES

A3801 The following appendices shall form part of this Agreement. Any references in the appendices to the Union refers to the Union of B.C. Performers. In the event that a Producer uses a similar form provided by the Alliance of Canadian Cinema, Television and Radio Artists, including an individual Performer's contract, it shall be deemed to be a form pursuant to this Agreement; any references in such forms to rates or conditions which may be less favourable than those contained in this Agreement shall be deemed to be amended to conform to this Agreement. The cover page, signing pages, and individual contracts of engagement also form part of this Agreement.

Appendix "A"	List of Individuals, Persons, Partnerships, Firms, or Corporations Bound
Appendix "B"	Acceptance Agreement
Appendix "C"	Production Information Sheet
Appendix "D"	Performers Time Report
Appendix "E"	Performer Contract for Independent Production
Appendix "F"	Employment Standards Act Regulations regarding engagement of Minors
Appendix "G"	Audition Sign-in Sheet
Appendix "H"	Purchaser's Assumption Agreement
Appendix "I"	Distributor's Assumption Agreement
Appendix "J"	Security Agreement
Appendix "K"	Statutory Declaration of Casting Directors
Appendix "L"	Daily List of Background Performers
Appendix "M"	Background Performer Voucher (for Qualified Background Performer)
Appendix "N"	Studio Zone Map

ARTICLE A39 – DURATION

A3901 This Agreement is the successor Agreement to the 1999-2002 B.C. Master Production Agreement which was extended by one (1) year to cover the period ending March 31, 2003.

A3902 The term of this Agreement is effective from April 1, 2003 through until March 31, 2006. Pending negotiation of a new agreement to take effect April 1, 2006, all the provisions hereof shall continue in force until such time as a new agreement is concluded.

A3903 The parties agree to commence negotiations concerning a new agreement at least 90 days prior to March 31, 2006 and to continue such negotiations diligently and in good faith until a new agreement is reached.

A3904 Pursuant to Labour Relations Code Section 50(4), the operation of Labour Relations Code Section 50(2) and Section 50(3) shall be excluded from this Agreement and shall not apply to this Agreement.

SECTION B
MINIMUM FEES

ARTICLE B1 - MINIMUM FEES

B101 Minimum Daily Fees (Per Performer/Per Program)

Effective April 1, 2002:

Category [see Notes below]	Daily Fee	Hourly Rate	Overtime Rate @ 1.5	Overtime Rate @ 2x
Principal Actor / Stunt Performer	\$526.00	\$65.75	\$ 98.63	\$131.50
Group Singers / Dancers	\$394.00	\$49.25	\$ 73.88	\$ 98.50
Actor	\$354.00	\$44.25	\$ 66.38	\$ 88.50
Variety Principal	\$788.00	\$98.50	\$147.75	\$197.00
Chorus Performer	\$512.00	\$64.00	\$ 96.00	\$128.00
Stunt Coordinator	\$684.00	\$85.50	\$128.25	\$171.00
Stunt Actor	\$786.00	\$98.25	\$147.38	\$196.50
Choreographer	\$526.00	\$65.75	\$ 98.63	\$131.50
Vocal / Dialogue Coach	\$786.00	\$98.25	\$147.38	\$196.50

Effective April 1, 2004*:

Category	Daily Fee	Hourly Rate	Overtime Rate @ 1.5	Overtime Rate @ 2x
Principal Actor / Stunt Performer	\$536.52	\$ 67.07	\$100.61	\$134.14
Group Singers / Dancers	\$401.88	\$ 50.24	\$ 75.36	\$100.48
Actor	\$361.08	\$ 45.14	\$ 67.71	\$ 90.28
Variety Principal	\$803.76	\$100.47	\$150.71	\$200.94
Chorus Performer	\$522.24	\$ 65.28	\$ 97.92	\$130.56
Stunt Coordinator	\$697.68	\$ 87.21	\$130.82	\$174.42
Stunt Actor	\$801.72	\$100.22	\$150.33	\$200.44
Choreographer	\$536.52	\$ 67.07	\$100.61	\$134.14
Vocal / Dialogue Coach	\$801.72	\$100.22	\$150.33	\$200.44

Effective April 1, 2005:

Category	Daily Fee	Hourly Rate	Overtime Rate @ 1.5	Overtime Rate @ 2x
Principal Actor / Stunt Performer	\$547.25	\$ 68.41	\$102.62	\$136.82
Group Singers / Dancers	\$409.92	\$ 51.24	\$ 76.86	\$102.48
Actor	\$368.30	\$ 46.04	\$ 69.06	\$ 92.08
Variety Principal	\$819.84	\$102.48	\$153.72	\$204.96
Chorus Performer	\$532.68	\$ 66.59	\$ 99.89	\$133.18
Stunt Coordinator	\$711.63	\$ 88.95	\$133.43	\$177.90
Stunt Actor	\$817.75	\$102.22	\$153.33	\$204.44
Choreographer	\$547.25	\$ 68.41	\$102.62	\$136.82
Vocal / Dialogue Coach	\$817.75	\$102.22	\$153.33	\$204.44

* If the UBCP implements the administration fee provisions contained in A411(e) through (l) prior to April 1, 2004, the two percent (2%) increase which goes into effect on April 1, 2004 shall instead go into effect on the date administration fee provisions (e) through (l) are implemented.

Notes:

- (a) Principal Actor includes Announcer, Dancer (solo or duo), Host, Narrator, Commentator, Puppeteer, Singer (solo or duo), Specialty Act, Sportscaster, Stunt Performer, and Panelist.
- (b) Group Singers or Dancers are in groups of up to four (4) people.
- (c) Actor includes Models, and Singers or Dancers in groups in excess of four (4) people.
- (d) All rates and fees are based on an eight (8) hour day.

B102 Minimum Fees for Performers in Series

In a Series, the performance fees may be calculated on the basis of the minimum daily fees (provided in Article B101) either "per Episode" or "per day of production", whichever is the greater.

B103 Minimum Fees for Off-Camera Performers and Lip Synchronization in Programs (Per Program)**Effective April 1, 2002:**

Categories	Daily Fee	Hourly Fee	Overtime Rate @ 1.5	Included Work Hours
Principal Actor	\$368.25	\$65.75	\$98.63	4
Actor, etc.	\$248.25	\$44.25	\$66.38	4

Effective April 1, 2004*:

Categories	Daily Fee	Hourly Fee	Overtime Rate @ 1.5	Included Work Hours
Principal Actor	\$375.62	\$67.07	\$100.61	4
Actor, etc.	\$253.22	\$45.14	\$ 67.71	4

Effective April 1, 2005:

Categories	Daily Fee	Hourly Fee	Overtime Rate @ 1.5	Included Work Hours
Principal Actor	\$383.13	\$68.41	\$102.62	4
Actor, etc.	\$258.28	\$46.04	\$ 69.06	4

For the purpose of this Article, Principal Actor shall include all categories noted under B101 (a) and (b); Actor shall include all categories noted under B101(c) above.

When work continues beyond the designated four (4) hours included work time on a single Program on a given day, the fifth (5th), sixth (6th), seventh (7th) and eighth (8th) hours of work shall be paid at the hourly rate specified above. Work, if required, beyond the eighth (8th) hour of work shall be paid at the overtime rate specified above for each of the ninth (9th), tenth (10th) and eleventh (11th) hours. Time in excess of eleven (11) hours in any one (1) day shall be compensated at two hundred percent (200%) of the hourly rate specified above. Effective on the date the first wage increase takes effect under this Master Agreement, but no later than April 1, 2004, the eleven (11) hours shall increase to twelve (12) hours so that Performers are paid two hundred percent (200%) of the hourly rate for any time worked in excess of twelve (12) hours in any one (1) day.

B104 Minimum Fees for Off-Camera Narrators and Commentators in Programs (Per Program)

- (a) For purposes of payment to off-camera Narrators and Commentators, the Program shall be divided into ten (10) minute segments.
- (b) Payment shall be based on the number of such segments in which the Performer appears and shall be a minimum based on one (1) hour included work time per performer as follows:

* If the UBCP implements the administration fee provisions contained in A411(e) through (l) prior to April 1, 2004, the two percent (2%) increase which goes into effect on April 1, 2004 shall instead go into effect on the date administration fee provisions (e) through (l) are implemented.

	Effective April 1, 2002	Effective April 1, 2004*	Effective April 1, 2005
First Segment	\$246.00	\$250.92	\$255.94
Second Segment	\$200.00	\$204.00	\$208.08
Third Segment	\$ 99.00	\$100.98	\$103.00
Fourth and subsequent Segments	\$ 68.50	\$ 69.87	\$ 71.27

(c) **Additional Work Time**

Any time worked in excess of the included work time provided above per segment shall be paid at the rate of \$65.75, \$67.07 (effective April 1, 2004) and \$68.41 (effective April 1, 2005), per hour per Performer.

(d) Where the performance involves two (2) Programs in one session, a twenty percent (20%) discount applies; and if there are three (3) or more Programs in one session, a thirty percent (30%) discount applies.

B105 Billboards and Bumpers

Minimum Guarantee for each Thirteen (13) Uses - (Four (4) Hours Included Work Time)

Category	Effective April 1, 2002	Effective April 1, 2004*	Effective April 1, 2005
On-Camera Performer	\$489.25	\$499.04	\$509.02
Off-Camera Performers and Group Singers	\$246.00	\$250.92	\$255.94

B106 Public Service Announcements

Category	Effective April 1, 2002	Effective April 1, 2004*	Effective April 1, 2005	Included Work Time
On-Camera Performer	\$526.00	\$536.52	\$547.25	8 hours
Off-Camera Performers and Group Singers	\$368.25	\$375.62	\$383.13	4 hours

(Hourly Rate in excess of included work time up to and including 8th hour on any one day.)
\$65.75, \$67.06 (effective April 1, 2004), \$68.41 (effective April 1, 2005.)

Upon payment of the above fees to Performers, such Public Service Announcements may be used up to a maximum period of three (3) years from the first Use of the announcement. If additional Use is desired, such additional Use may be contracted for further periods each not more than three (3) years upon:

- (a) re-negotiation with the Performer(s) concerned; and
- (b) the Performer(s) being re-contracted; and
- (c) the Performer(s) being paid not less than one hundred percent (100%) of the fee paid at the time of the original Production.

B107 Interstitial - Rates

\$248.25, \$253.22 (effective April 1, 2004), \$258.28 (effective April 1, 2005) per ten (10) minutes of finished recording - one (1) hour of included work time. \$65.75, \$67.07 (effective April 1, 2004), \$68.41 (effective April 1, 2005) per hour additional work time. When the performance includes thirty (30) minutes or more of finished recording in one (1) day - thirty percent (30%) discount applies.

* If the UBCP implements the administration fee provisions contained in A411(e) through (l) prior to April 1, 2004, the two percent (2%) increase which goes into effect on April 1, 2004 shall instead go into effect on the date administration fee provisions (e) through (l) are implemented.

B108 Series Theme Music

Payment of the following session fees (plus the applicable Use Fees) shall entitle the Producer to utilize the theme on one Episode of the series. Use of the theme on additional Episodes shall require payment of an additional five percent (5%) of such fee (plus the applicable Use Fees) per Episode.

Singers: Solo or Duo

Effective Date	Daily Fee	Hourly Rate	Overtime Rate @ 1.5	Included Work Hours
Effective April 1, 2002	\$368.25	\$65.75	\$ 98.63	4
Effective April 1, 2004*	\$375.62	\$67.07	\$100.61	4
Effective April 1, 2005	\$383.13	\$68.41	\$102.62	4

Group Singers

Effective Date	Daily Fee	Hourly Rate	Overtime Rate @ 1.5	Included Work Hours
Effective April 1, 2002	\$248.25	\$44.25	\$66.38	4
Effective April 1, 2004*	\$253.22	\$45.14	\$67.71	4
Effective April 1, 2005	\$258.28	\$46.04	\$69.06	4

B109 Vacation Pay

All Fees in this Section B include a four percent (4%) vacation payment required pursuant to the B.C. Employment Standards Act which shall be noted separately on the Performer's remittance statement.

ARTICLE B2 - DISCOUNTS**B201 Weekly Rate**

A weekly fee equal to four times (4X) the applicable daily rate may be applied to Performers, other than Stunt Coordinators and Stunt Actors, who are contracted for five (5) days. The fee shall include forty (40) hours of time worked during a five (5) day period in any one (1) week. For work in excess of eight (8) hours in any one (1) day or for work on a sixth or seventh consecutive day, the overtime provisions of Article A12 shall apply. The overtime rate for the particular category shall be based on the hourly rate outlined in Article B101 or the Performer's contracted hourly rate, whichever is greater. Performers who are engaged on a weekly rate shall remain on a weekly rate for the duration of his/her engagement on the Production. The weekly rate may not be applied on a pro-rata basis except that the Producer shall be entitled to pro-rate the first and last "short" weeks of a Performer on a contract of at least three weeks in duration.

B202 Multiple Program Production

For game, talk, panel, exercise, cooking and similar skill or craft oriented Programs, all of which Programs must be thirty (30) minutes in length or less, and for all Programs of any type which are fifteen (15) minutes or less in length, a Performer contracted for the Series on the basis of performing in at least three (3) Programs to be produced per day of production may provide a thirty percent (30%) discount in the daily fees applicable to each Program. Additional work time, overtime and other such fees shall not be subject to a discount.

* If the UBCP implements the administration fee provisions contained in A411(e) through (l) prior to April 1, 2004, the two percent (2%) increase which goes into effect on April 1, 2004 shall instead go into effect on the date administration fee provisions (e) through (l) are implemented.

B203 Series Rates for Off-Camera Performance

Where an off-camera Performer is guaranteed a minimum of thirteen (13) or more Episodes in a "live-action" Series to be produced within a period of six (6) months (for each thirteen (13) Episodes), the daily work fee payable may be discounted by thirty-five percent (35%) in recognition of this guarantee. Weekly fees shall not be adjusted.

B204 Adjustment if Work Cancelled

If any adjusted rate has been applied to a Performer's fee in accordance with the provisions provided herein and work is cancelled which causes a failure to meet with the requirements of weekly, multiple Program or Series rates provisions, the Performer concerned shall be paid the contracted daily fee for the days of work for which the Performer is contracted.

B205 Presentation Program

The minimum performance and daily fee provided in this Agreement (except for Background Performers) may be discounted by fifty percent (50%) for the production of a Presentation Program. In order to qualify as a Presentation Program for the purpose of this Article, the Program must be produced for evaluation purposes only, and must not be intended for broadcast at the time of production. Hourly overtime or any other rates and fees shall not be discounted. The use of a Presentation Program shall be limited to evaluation purposes, and shall not include broadcast. Any other Use of the Presentation Program, including broadcast, shall require a step-up of fees to Performers to the minimum fees in this agreement or the Contracted Fee, whichever is the higher, and the payment of the applicable Use fee(s) prior to any such Use.

B206 No Pyramiding of Discounts

Whenever one of the above rates are applied, there shall not be a pyramiding of such rates. Only one of the above rates may be applied to any engagement of a Performer.

SECTION C

DISTRIBUTION RIGHTS AND USE OPTIONS

ARTICLE C1 - DECLARED USE

C101 Distribution Rights

Upon payment of the minimum fees contained in this Agreement, the Producer is entitled to world wide Non-Theatrical Use and one of the following Declared Uses of the Program. At the time of contracting of Performers, the Producer must declare the intended Declared Use of the Program.

- (a) **Theatrical:** Worldwide Theatrical use for period of copyright of the Program.
- (b) **Free Television:** One (1) domestic run in Canada.
- (c) **Pay-Television:** One (1) year use in Canada.
- (d) **Cable TV:** Two (2) years use in Canada.
- (e) **Compact Devices:** Two (2) years use in Canada.
- (f) **Educational Programs:** Two (2) years use in Canada.

C102 Payment for Other Forms of Use

Should a Producer wish to exploit a form of use for which terms and conditions are not specified in this Agreement, the Producer shall pay 3.6% of Distributors' Gross Revenue for such use until the Union and the Producer have negotiated mutually acceptable terms and conditions to apply to such form of Use.

C103 Additional Use

At the time of production, a Producer must select one of the following three options with respect to additional Use of the Production beyond the declared use pursuant to C101 above:

- (a) Payment for Individual Use Option pursuant to Article C2 below; or
- (b) Prepayment Options pursuant to Article C3 below; or
- (c) Participation in Distributors' Gross Revenue Option pursuant to Article C4 below.

ARTICLE C2 - INDIVIDUAL USE OPTION

C201 Individual Payments

When a Program is exploited in a market other than the market provided for in the Declared Use in C101 above, and the Producer has elected to not adopt the Prepayment Options in C3 or the Participation in Distributors Gross Revenues in C4, Performers shall be paid the following minimum Use Fees based upon the following percentages of Net Fees earned during the production of the Program. Use Fees to Performers shall be paid within thirty (30) days of the date of such Use.

C202 Theatrical Use

When a Program produced with a Declared Use of Free Television, Pay Television, Cable Television, Compact Devices or Educational Television is distributed for Theatrical Use, the Producer shall pay to Performers the following percentages of the Performer's Net Fees for unlimited Theatrical Use:

- (a) Programs sixty (60) minutes or less in length 15%
- (b) Programs exceeding sixty (60) minutes in length 35%

C203 Free Television

- (a) Use in Canada
 - (i) Each Domestic Run 30%
 - (ii) Each use on a single television station:

Toronto / Hamilton	20%
Each other station	10%

When payment to the Performer for use under (a)(ii) above has reached thirty percent (30%) of the Performer's Net Fees as provided in (a)(i) above, the Producer shall be entitled to authorize broadcast of the Program one time on one television station in each market in Canada in which the Program has not been so used.

- (b) Use in the United States:

Use	Network	Syndicated Network	Non-Commercial
First	35%	25%	25%
Second	30%	20%	20%
Third	25%	15%	15%
Fourth	25%	15%	15%
Fifth and subsequent	10%	10%	10%

- (c) World Market:

(i)	Each Use in any country except Canada, United States, Great Britain and West Germany	10%
(ii)	Each Use in Great Britain	5%
(iii)	Each Use in West Germany	4%
(iv)	Each Use in any single country, except Canada, U.S., Great Britain and West Germany	2%

C204 Pay-Television

- (a) Use in Canada: Each three (3) months Use in Canada ten percent (10%) or twenty-five percent (25%) for twelve (12) months Use in Canada;
- (b) Use in the U.S.: Each three (3) months Use in the U.S. fifteen percent (15%) or thirty percent (30%) for twelve (12) months Use in the U.S.
- (c) Use in the Foreign Markets: Each three (3) months Use in Foreign Markets fifteen percent (15%) or thirty percent (30%) for twelve (12) months Use in Foreign Markets.

C205 Cable TV

- (a) Use in Canada: each one (1) year of Use 10%
- (b) Use in U.S.: each one (1) year of Use 15%
- (c) Use in the Foreign Markets: each year of Use in Foreign Markets 15%

C206 Compact Devices

- (a) Use in Canada: each one (1) year of Use 10%
- (b) Use in U.S.: each one (1) year of Use 15%
- (c) Use in the Foreign Markets: each year of Use in Foreign Markets 15%

C207 Educational Television

- (a) Use in Canada: each one (1) year of Use 10%
- (b) Use in U.S.: each one (1) year of Use 15%
- (c) Use in the Foreign Markets: each year of Use in Foreign Markets 15%

ARTICLE C3 - PREPAYMENT OPTIONS

C301 Preamble

The Producer may acquire unrestricted Use rights as specified below. The Producer shall declare and specify the media Uses of the Program for which Prepayment is being made on the individual contract of the Performer. Prepaid Use payments must be paid to Performers at the time of Production.

The Producer shall notify the Union, in writing, regarding the date of first use in a residual market. Unless the Union is otherwise notified by the Producer, the date of first use in a residual market for a Theatrical motion picture shall be deemed to be six (6) months after Theatrical release. With respect to long-form television programs and television Series produced primarily for distribution outside of Canada, the date of first use in a residual market shall be deemed to be thirty (30) days after the completion of principal photography unless the Union is notified otherwise by the Producer. With respect to television programs intended primarily for distribution in Canada, the date of first use in a residual market for long-form

television programs and television series shall be nine (9) months after the completion of principal photography unless the Union is otherwise notified by the Producer. Where it is established that the actual date of first use in a residual market is earlier than the deemed date, the actual date shall apply.

(a) **Theatrical Motion Pictures**

When the Program's Declared Use is Theatrical, the Producer may pay one hundred thirty percent (130%) of the Performers' Net Fees for unrestricted worldwide use in all media enumerated in C101 above for a period of four (4) years from the date of first use in a residual market. After the expiration of such four (4) year period, the Producer will pay 3.6% of "Distributors' Gross Revenue," as that term is defined in C4 below, with respect to all media other than Theatrical, for which the Producer retains unrestricted worldwide Theatrical use for the period of the copyright of the Program.

(b) **Free Television Series**

When a Program's Declared Use is Free Television, the Producer may pay one hundred five percent (105%) of the Performers' Net Fees for unrestricted worldwide use in all media enumerated in C101 above, excluding Theatrical, for a period of five (5) years from the date of first exhibition in a residual market. Before the expiration of any five (5) year period, the Use Fees may be renewed for an additional five (5) year period upon payment of an additional one hundred five percent (105%) of the Performers' Net Fees. In lieu of renewing a five (5) year period, the Producer will pay 3.6% of "Distributors' Gross Revenue," as that term is defined in C4 below, with respect to all subsequent exploitation of the Program.

(c) **Free Television Long-Form Programs**

When a Long-Form Program's Declared Use is Free Television, the Producer may pay one hundred five percent (105%) of the Performers' Net Fees for unrestricted worldwide use in all media enumerated in C101 above, except Theatrical, for a period of four (4) years from the date of first exhibition in a residual market. Before the expiration of any four (4) year period, the Use Fees may be renewed for an additional four (4) year period upon payment of an additional one hundred five percent (105%) of the Performers' Net Fees. In lieu of renewing a four (4) year period, the Producer shall pay 3.6% of "Distributors' Gross Revenue," as that term is defined in C4 below, with respect to all subsequent exploitation of the Program.

(d) **Cable TV**

When a Program is made primarily for Cable Television, the Producer may pay one hundred five percent (105%) of the Performers' Net Fees for unrestricted worldwide Use in all media enumerated in C101 above, excluding Theatrical, for a period of five (5) years from the date of first exhibition in a residual market. Before the expiration of any five (5) year period, the Use Fees may be renewed for an additional five (5) year period upon payment of an additional one hundred five percent (105%) of the Performers' Net Fees. In lieu of extending a five (5) year period, the Producer shall pay 3.6% of "Distributors' Gross Revenue" as that term is defined in C4 below, with respect to all subsequent exploitation of the Program.

(e) **All Other Media Enumerated in C101**

When the Declared Use is other than Theatrical, Free Television or Cable TV the Producer shall pay one hundred five percent (105%) of the Performers' Net Fees for unrestricted worldwide use in all enumerated media in C101 above, excluding Theatrical, for a period of four (4) years from the date of first exhibition in a residual market. After the expiration of such four (4) year period, the Producer will pay 3.6% of "Distributors' Gross Revenue," as that term is defined in C4 below, with respect to all subsequent exploitation of the Program.

(f) **Conversion to Theatrical**

When a Program has a Declared Use other than Theatrical, and is distributed for Theatrical Use, the Producer shall pay to the Performers the following percentages of the Performer's Net Fees for unlimited Theatrical Use:

- | | | |
|------|--|-----|
| (i) | Programs sixty (60) minutes or less in length: | 15% |
| (ii) | Programs exceeding (60) minutes in length: | 30% |

ARTICLE C4 - PARTICIPATION IN DISTRIBUTORS' GROSS REVENUE OPTION

C401 Application of Participation Advance Option

Pursuant to the Enabling Provision of this Agreement (A112), the Union shall give good faith consideration on a case-by-case basis to the application of the Participation Advance Option on CAVCO-eligible low budget Productions committed to be produced in British Columbia or with British Columbia-based Performers. The application of the Participation Advance Option may be subject to conditions established by the Union.

C402 Percentages of Non-Refundable Advance

The Producer may pay, at the time of production, one of the following percentages of Net Fee as a Non-Refundable Advance against the following Use Fees based on Performer Participation in *Distributors' Gross Revenue*:

Option Number	Non-Refundable Advance (% of Net Fees)	Participation in Distributors' Gross Revenue
1	100.0%	3.6%
2	75.0%	4.6%
3	50.0%	5.6%
4	25.0%	6.6%

C403 Limitation of Selection of 25% Advance

- (a) The only circumstances which will allow a Producer to select option #4, and therefore make a twenty-five percent (25%) Participation Advance payment under Article C402 is if there is only one exclusively Canadian pre-sale in one media, as of the first day of principal photography of the Production, and which pre-sale must include one of the Declared Uses, as defined in Article C101. Unless the Production pre-sale fulfills these conditions the Producer shall not be entitled to exercise option #4.
- (b) A Producer who exercises option #4 without strictly fulfilling all of the foregoing conditions shall be liable to pay damages to the Union in respect of the Performers affected, based on the difference in the Participation Advance payment calculated at the rate of seventy-five percent (75%) (option #2), less the Participation Advance payment actually made, and the Performers concerned shall continue to be entitled to participate in Distributors' Gross Revenue derived from the Production at the rate provided in option #4, *i.e.*, 6.6%.

C404 Participation in Gross - Participation Advance

After the Producer has elected to make Participation Advance Payments as set out in C402, Performers shall be paid, as Use Fees, an aggregate amount equal to the applicable percentage of *Distributors' Gross Revenue*, provided that no amounts shall be paid until such time as the Aggregate Participation Advance is recouped from the *Distributor's Gross Revenue*.

C405 Limit on Individual Participation Advance

The parties acknowledge that the maximum amount of an individual Performer's Participation Advance shall be fifty percent (50%) of the Gross Fees payable to such Performer in respect of the Production.

C406 Calculation of Aggregate Participation Advance

For purposes of calculating additional Use Fees, the Aggregate Participation Advance shall be the total of all the Participation Advance payments paid to Performers on a Production, with the following cap or limitation: No Performer shall be credited with an Participation Advance payment greater than the amount equal to the number of days of principal photography multiplied by twenty (20) times the minimum daily fee for a Principal Actor as set out in Article B101.

C407 Payment of Use Fees

Additional Use Fees shall be payable to the Union and shall be distributed to Performers pursuant to the provisions of Article C410. Although the individual Participation Advance payments in excess of the

limitation specified in Articles C405 and C406 payable to individual Performers may not be credited to the Aggregate Participation Advance, the Union shall have the right to take into account such excess Participation Advance payment to an individual Performer when determining the allocation that will be made to the said Performer under Article C410.

- C408 Distributors' Gross Revenue** shall mean all monies derived in any manner whatsoever from the distribution of the Production, including through the sale, license or other like means of distribution of the Production and shall be calculated before or simultaneously with any other gross participants from first dollar, without deductions of expenses of any kind. In the case of animated Productions, Distributors' Gross Revenue shall include only revenues from licenses of the English Language version of the Productions. For greater certainty:
- (a) Monies derived through the exploitation of ancillary, allied and underlying rights and like rights, such as merchandising, novelization and sequel rights, shall not be included in Distributors' Gross Revenue.
 - (b) Distributors' Gross Revenues shall also mean all monies received by those Distributors with which the Producer has entered into a Distribution Agreement (the "Head Distributor") in respect of the Production. The Distributors' Gross Revenues shall also include all monies received by sub-distributors which:
 - (i) are related to or which do not have an arm's length relationship with, the Producer or the Head Distributor; or
 - (ii) have an obligation to report and remit Revenue directly to the Producer or Head Distributor.
 - (c) Pre-sale revenues shall be included in Distributors' Gross Revenue. A pre-sale means the grant of a license or rights to utilize a Production, prior to production, to an end user, for consideration. The amount of verified distribution Advances, *i.e.*, payments received by a Producer from a Distributor, shall not be included in Distributor's Gross for the purpose of triggering the payment of Use Fees to Performers, however, a Distributor shall not be entitled to deduct the amount of the Advance from the amount of the Distributor's Gross Revenues, for the purpose of the calculation of Use Payments.
 - (d) Notwithstanding the foregoing, Distributors' Gross Revenue derived from the sale or rental of Compact Devices shall be deemed to be equal to twenty percent (20%) of the wholesale selling price of such Compact Devices provided that in the event that the wholesale selling price is at or less than the typical sell-through price to wholesalers (currently thirty dollars (\$30.00) per unit), the deemed Distributors' Gross shall be ten percent (10%).
 - (e) The Producer, at the time of the Production, will make a reasonable allocation of revenues for the purposes of determining which portion thereof is attributable to the Declared Use and/or prepayment and which portion thereof is attributable to the Gross Distributors' Revenue upon which Use Payments are based, subject to the right of the Union to refer any difference to Arbitration under Article 10. If, as a result of this allocation, Use Fees become payable from the Distributor's Gross Revenue, the said Fees shall be payable to the Union at the time of Production.
 - (f) **Packaging**
It is acknowledged by the parties that distributors may seek to diversify their risks by packaging more successful and less successful Productions. Where Productions are packaged together for the purposes of distribution, the parties shall allocate the revenue attributable to each individual Production, subject to the right of the Union to refer any difference to the Arbitration under Article 10.
 - (g) **Official Treaty Co-productions**
 - (i) While Distributors' Gross Revenue includes revenue from all sources on a world wide basis, in respect of Official Treaty Co-productions certified by Telefilm or by any successor organization, the Distributors' Gross Revenue shall be:
 - (A) all those revenues derived from the distribution of the Official Treaty Co-production in those territories to which the Canadian Co-producer is exclusively entitled to distribution revenues and has no obligation to report or remit revenues to the foreign co-producer;
 - (B) a proportion of those revenues derived from the distribution of the Official Treaty Co-production in those territories in which the Canadian Co-producer is

entitled to distribution revenues on some shared basis with its foreign co-producer, which proportion shall be equal to that proportion of revenues agreed by the co-producers to be paid to the Canadian Co-producer from such territories (the "Canadian Share"). The Canadian Share shall be no less than the percentage of the total amount of the Production budget financing derived, directly or indirectly, from any Canadian source(s).

- (ii) Prior to production, the Producer shall disclose the Production's status as an Official Treaty Co-production to the Union, and will provide the following information to the Union:
 - (A) the name and legal status of the Co-producers;
 - (B) the details of the agreement between or among the Co-producers in respect of the manner in which the revenues from the Official Treaty Co-production will be divided between (or among) them, including details of territories to which either Co-producer is exclusively entitled to distribution revenues and has no obligation to report or remit revenues to the other, and any material amendments to the agreement in such respect.
- (h) If the Producers who is a party to this Agreement negotiate a definition of Distributors' Gross Revenue (or the equivalent) which in some or all aspects is superior to the definition in this Article, with any other trade union or association that bargains collectively on behalf of its members, the definition hereunder shall be amended to reflect the improvement.

C409 Reporting and Payment Procedure

- (a) The Producer shall deliver to the Union reports setting forth the amount of Distributors' Gross Revenues in respect of the Production, derived in the applicable accounting period. Each report shall be delivered to the Union in the same manner and frequency as the Producer reports to government agencies and/or other financiers, but it shall be no less than semi-annually for the first two years following the first report filed hereunder and annually thereafter. The first report shall be due 60 days following the last date of the first reporting period and the ensuing reports shall be due in the frequency provided above. The first reporting period is the period immediately following the delivery of the Production to the Distributor. The reports will be accompanied by the aggregate Use Payments payable to Performers and an outline of the method of calculation of the said payment.
- (b) At the request of the Union the Producer will consent to the release of true copies of the reports dealing with Distributors' Gross Revenue, filed with the government agencies and/or other financiers, subject to the right on the part of the Distributor to edit the reports on the grounds that they contain confidential information.
- (c) The Producer (or Distributor) shall be deemed to hold the aggregate Use Payments in trust for the Performers, from the time that Gross Revenues are recognized, until the disbursement of same to the Union on the due date, *i.e.*, the date that each report is due. In the enforcement of this Article, the Union, subject to its rights as a creditor, shall agree to not hold any Performer of a Producer (or Distributor) liable in negligence, provided the said Performer acts in a bona fide fashion. The Distributors' Gross Revenues shall be recognized when a contract for the sale or conveyance of any rights in a Production is made, but Use payments shall only be payable when the reports are due under C409(a) above.
- (d) If the currency of the Distributors' Gross Revenues is other than the Canadian Dollar, the Use payment shall be calculated at the exchange rate for the said currency, on the basis of the established practice of the Producer or Distributor, which practice shall be disclosed in writing to the Union upon request. If the practice is amended at any time such amendment shall be disclosed to the Union.
- (e) Payments shall be made to the Union in trust for the Performers concerned. The Union shall be entitled to make a claim of interest on payments received after the due date as provided herein, *i.e.*, the date the reports are due to be filed, at the Prime rate of interest, as of the due date, plus three percent (3%), calculated monthly, which claim shall be enforceable under the terms of this Agreement.
- (f) When a Producer selects any of the Advance Options the Producer shall deliver to the Union:

- (i) the calculation of the total amount of Advance payments, certified by the Production Accountant or Controller, and the back up material in this regard;
- (ii) the first report that is due to the Union pursuant to Article pursuant to C409(a);
- (iii) the information and Use Fees, if any, payable under C408(e).

C410 Distribution of Payments

Use payments shall be distributed to Performers by the Union on the following basis:

- (a) Units will be assigned to Performers as follows: One (1) unit shall be defined as the minimum fee payable to the lowest rated residual category for one day of work. Performers shall receive units according to the Gross fee paid to that Performer for the production of the Program to a maximum of twenty (20) units per Performer.
- (b) For each Program, the total revenue will be divided by the total units accumulated by all Performers with respect to the Program involved and therefore a dollar value will be assigned to each unit. The distribution made to each individual Performer will be based on the number of units he has accumulated and the dollar value calculated in the preceding sentence.

ARTICLE C5 - RESIDUALS ADMINISTRATION

C501 Selection of Use Payment Option

The election made by the Producer to pay Use Fees under C2 or C3, or C4 shall be the same for each Performer engaged on the Production. For clarity, if a Producer elects to Prepay Performers as set out in Article C3, all Performers engaged in respect of the Production shall be entitled to receive the same percentage of fees as a Prepayment. On the other hand, if a Producer elects to make Participation Advance payments as set out in Article C4, the Producer must select the same percentage of the Participation Advance and thus provide for the identical rate of participation in the Distributor's Gross Revenue for each Performer on the Production.

C502 Fair Market Value

The Producer and/or Distributor shall meet with the Union to determine the fair market value for distribution of a Program should such program be distributed for Use by means of barter, or exchange, or other means for which no charge is made or a nominal fee is charged, or as part of a package of Programs. The Use fees payable to Performers shall be based on such agreed fair market value or as determined under the terms of Article 10.

C503 Distributor's Assumption Agreement

- (a) If the Producer, its successors and assigns, licenses, sells, disposes or otherwise conveys any distribution rights in a Production produced under this Agreement, the Producer shall use its best efforts to obtain a Distributor's Assumption Agreement. In respect of any outright valid sale or conveyance hereunder, (*i.e.*, a disposition, the terms of which, do not include a requirement to report revenue to a Producer) a Distributor's Assumption Agreement is a condition precedent to said sale or conveyance. The said Agreement shall be in the form attached as Appendix "I".
- (b) Upon seeking the approval of the Union to an assignment, license, sale, disposition or conveyance of distribution rights the Producer shall also provide to the Union such information and material pertaining to the Distributor, as the Union may reasonably require, including but not limited to, the financial status, the individual principals and directors of the Distributor, and the conditions of the Agreement of Purchase and Sale.
- (c) The Producer shall not be relieved of any of its obligations for payments due under this Agreement, unless the distributor to whom the distribution rights have been sold, assigned, or otherwise disposed of (the Distributor) assumes the obligations for such payments by a Distributor's Assumption Agreement in the form contained in Appendix "I", and the Union approves the assumption in writing. The Union's approval shall not be unreasonably withheld.

C504 Administration Charge

The Producer shall assist in defraying the cost of administering this section of the Agreement which involves the distribution of Use payments. The administration fee payable shall be one percent (1%) of the

total amount to be distributed. The minimum administration charge shall be one hundred dollars (\$100.00) per Program payable as an advance with the first Use Fee payment to be distributed by the Union.

C505 Security Agreement

In accordance with Article A415(b)(v) a Security Agreement in the form of Appendix "J" shall be provided to the Union, prior to the completion of principal photography and the Performance Bond provided under Article A415 shall not be released by the Union until the delivery of the said executed Security Agreement. When it is contemplated that the Production or Program will be distributed outside of the jurisdiction in which it is produced, the Union may request, and the Producer will provide, additional Security Agreements in forms which are registerable in the jurisdictions where, in the opinion of the Union, the Production or Program may be distributed.

C506 Re-Use Payments Forwarded to the Union

All re-use payments, other than those made at the time of production, shall be forwarded directly to the Union for distribution to Performers.

SECTION D

MINIMUM FEES AND CONDITIONS FOR BACKGROUND PERFORMERS

ARTICLE D1 - MINIMUM FEES FOR QUALIFIED BACKGROUND PERFORMERS

D101 Minimum Daily Fees (Per Qualified Background Performer)

Effective April 1, 2002:

Category	Minimum Call	Daily Fee	Hourly Rate	Overtime Rate @ 1.5	Overtime Rate @ 2x
Stand-in	8 hours	\$160.00	\$20.00	\$30.00	\$40.00
General Background Performer	8 hours	\$152.00	\$19.00	\$28.50	\$38.00
Special Ability Background Performer	8 hours	\$204.00	\$25.50	\$38.25	\$51.00
Photographic Double	8 hours	\$152.00	\$19.00	\$28.50	\$38.00

Effective April 1, 2004*:

Category	Minimum Call	Daily Fee	Hourly Rate	Overtime Rate @ 1.5	Overtime Rate @ 2x
Stand-in	8 hours	\$163.20	\$20.40	\$30.60	\$40.80
General Background Performer	8 hours	\$155.04	\$19.38	\$29.07	\$38.76
Special Ability Background Performer	8 hours	\$208.08	\$26.01	\$39.02	\$52.02
Photographic Double	8 hours	\$155.04	\$19.38	\$29.07	\$38.76

Effective April 1, 2005:

Category	Minimum Call	Daily Fee	Hourly Rate	Overtime Rate @ 1.5	Overtime Rate @ 2x
Stand-in	8 hours	\$166.46	\$20.81	\$31.22	\$41.62
General Background Performer	8 hours	\$158.14	\$19.77	\$29.66	\$39.54
Special Ability Background Performer	8 hours	\$212.24	\$26.53	\$39.80	\$53.06
Photographic Double	8 hours	\$158.14	\$19.77	\$29.66	\$39.54

D102 Minimum Fees for Non-Qualified Background Performer in Programs

For those Background Performers who are engaged pursuant to Article D5, the Producer agrees to pay an individually negotiated rate which will be no less than \$9.50 per hour.

D103 Application of Section A

Except where the provisions of Section A specifically provide otherwise, the general provisions of Section A shall apply to Background Performers.

D104 Weekly Rate

A weekly fee equal to four and one-half times (4.5X) the applicable daily rate may be applied to Background Performers who are contracted as Stand-ins. The fee shall include forty (40) hours of time worked during a five (5) day period in any one (1) week. For work in excess of eight (8) hours in any one day or for work on a sixth (6th) or seventh (7th) consecutive day, the overtime provisions of Article A12 shall apply. The hourly rate shall be based on the appropriate Daily Fee divided by the Minimum Call for

* If the UBCP implements the administration fee provisions contained in A411(e) through (l) prior to April 1, 2004, the two percent (2%) increase which goes into effect on April 1, 2004 shall instead go into effect on the date administration fee provisions (e) through (l) are implemented.

that classification set forth in D101 above except as provided in D106. The overtime rate shall be based on the hourly rate or the Performer's contracted hourly rate, whichever is greater. Stand-ins who are engaged on a weekly rate shall remain on a weekly rate for the duration of his/her engagement on the Production. The weekly rate may not be applied on a pro-rata basis except that the Producer shall be entitled to pro-rate the first and last "short" weeks of a Stand-in on a contract of at least three (3) weeks in duration.

D105 Agency Fees

Only such deduction or withholding as may from time to time be provided by law or this Agreement may be made from compensation paid by the Producer to the Background Performer. The Background Performer shall not be required to pay any agency fee directly or indirectly.

D106 Multiple Programs

Background Performers may work on more than one episode in a day if given an eight (8) hour minimum call.

D107 Vacation Pay

All of the rates in this Section D include a four percent (4%) vacation payment required pursuant the B.C. Employment Standards Act which shall be noted separately on the Performer's remittance statement.

ARTICLE D2 - DEFINITIONS (QUALIFIED BACKGROUND PERFORMER)

D201 Qualified Background Performer means a member of the Union or a person holding a work permit.

D202 Stand-in means a Performer engaged to replace physically another Performer during a set-up period.

D203 Photographic Double means a Performer doubling photographically for a member of the cast during on-camera long shots and other scenes in which the photographic double is not recognizable.

D204 Special Ability Background Performer means a Background Performer engaged to perform, either alone or as a member of a team or group, special silent businesses with a level of physical proficiency or other physical skills superior to that of the average person, provided that such level of proficiency or other physical skills shall be deemed to exclude stunt work as provided for in Articles A25 and A26. Examples of such special silent businesses are:

- (a) water-skiing, diving, skin or scuba diving;
- (b) driving a marine vessel or a commercial motor vehicle, or any motor vehicle requiring a chauffeur's license;
- (c) any sport such as, but not limited to, baseball, football, skiing, hockey, soccer, volleyball and horseback riding;

D205 General Background Performer means any Performer other than a Performer listed in Articles B101, B103, B104, B105, B106, B107, or B108 provided such Performer is:

- (a) not required to give Individual Characterization as defined in A324 above;
- (b) not required to speak or sing any word or line of dialogue;
- (c) not required to perform as in Article D202, D203, or D204;

D206 Crowd noises and singing and/or recital of certain commonly known verses in crowd scenes when no music or words have been supplied shall not be deemed dialogue and shall not be individually directed. No Background Performer shall be required to perform choreographed dances.

D207 Continuity Background Performer means a Background Performer who is engaged for two (2) or more days and is required for the purposes of establishing continuity in a single location or scene.

D208 No Engagement of Non-Members Employed by Producer

A Union Background Performer Voucher shall not be issued to any non-member who is currently on the payroll of the Producer or any of its hiring, casting, or payroll agencies, except upon written waiver by the

Union. No fee, gift or other remuneration shall be demanded or accepted by any person having authority to hire, employ, or direct services of Background Performers.

D209 Omnies

Any Background Performer who speaks atmospheric words, commonly known in the industry as "omnies", is entitled to the General Background Performer wage for that particular call.

ARTICLE D3 - QUALIFICATION OF BACKGROUND PERFORMERS

D301 Preference of Engagement

- (a) Subject to Article D501, prior to offering Background Performer engagements to non-members of the Union, the Producer shall:
 - (i) Inform the Union of the requirements for Background Performers, at the same time as giving notice of such requirements to the casting director.
 - (ii) Offer engagement to Members of the Union who are suitable for the engagement and who indicate that they are prepared to accept such engagement.
 - (iii) Where Union Members are unavailable the Producer shall offer engagement to Apprentice members who indicate that they are prepared to accept such engagement.
 - (iv) Producers shall offer employment to UBCP Extra Members when Union Members and Apprentice Members are unavailable.
- (b) The Producer shall direct the person(s) responsible for selecting or contracting Background Performers on each Production to adhere to the foregoing undertaking.
- (c) The Producer may not avoid this responsibility by sub-contracting the function of the Background Performers Casting Coordinator to a person, firm, or corporation.
- (d) The Union will supply to the Producer a copy of an up-to-date list of Union Members and Apprentice Members who are available for Background Performer work.
- (e) Local Hires: On any location outside the limits of the Vancouver or Victoria Studio Zone, the Producer shall have the right to hire local Background Performer, provided that any Union Members in the area who are identified as available for Background Performer work on the list provided by the Union are given first consideration for such work. Local hires are subject to the work permit requirements of Article D303.

D302 Filing of Background Performer Work Report

The Producer shall file on a daily basis with the Union office (or provide to the Union steward) a completed Daily List of Background Performers (as shown in Appendix "L").

D303 Permit Fees

Apprentice Members, UBCP Extra Members, non-members, and members who are not in good standing with the Union, who are engaged as Qualified Background Performers shall be permitted to work upon payment by such person of a work permit fee to the Union of fifteen dollars (\$15.00) per day.

D304 Stand-ins / Continuity Background Performers to be Members

Only Union Members shall be engaged in the categories of Stand-in or Continuity Background Performer except in the following circumstances:

- (a) Minors;
- (b) where Union members are unavailable;
- (c) where unique characteristics are required;
- (d) once the quotas under D501 have been satisfied, Continuity Background Performers may be retained on subsequent days;
- (e) where Continuity Background Performers are engaged to work outside the limits of the Vancouver or Victoria Studio Zones pursuant to Article D301(e).

ARTICLE D4 - CONDITIONS OF ENGAGEMENT (QUALIFIED BACKGROUND PERFORMERS)

D401 Booking and Upgrades

Upon Booking, Background Performers shall be given specific notice of wardrobe requirements, date, time and place of production and category of Background Performer work. Union members shall have the right of first refusal with respect to upgrades, additional work time, and additional work days, except for the purposes of continuity in a scene or specific characteristic requirements.

D402 Voucher Requirement

The Producer shall not require the Background Performer to commence work without a completed Union Background Performer Voucher (Appendix "M") designating the category of work.

D403 Wardrobe/Make-up/Hair Call

When a Background Performer is required to report on other than a regular production day for choosing or fitting wardrobe or for a make-up/hair test, there shall be a minimum call of four (4) hours for such work at the Background Performer's contracted hourly rate. Any work time in excess of four (4) hours shall be paid at Background Performer's contracted hourly rate.

D404 Minimum Call

The minimum call for all Background Performers is eight (8) hours. There may be one (1) unpaid meal break during an eight (8) hour call, such break to occur not earlier than one (1) hour following the commencement of work. Work in excess of eight (8) hours shall be payable at the appropriate overtime rate.

D405 Working in a Higher Category

If a Background Performer is upgraded to a higher-rated Background Performer category in the course of a work day, then the higher rates shall prevail for that entire work day. If the Background Performer is called back for the next day and the Producer intends that s/he shall revert back to the original rate of engagement, the Background Performer shall be notified of such intention at the time of the callback.

D406 Working in a Higher Category Noted

Any adjustment to a higher category and rate shall be noted on the Background Performer Voucher (Appendix "M"), at the time, and initialed by the Producer or designated representative.

D407 Wardrobe

When a Background Performer is required to provide more than one (1) change of clothing in the same session, the Background Performer shall receive additional compensation at the rate of fifteen dollars (\$15.00) per outfit change.

D408 Specialized Wardrobe

When a Performer is required to report in specialized wardrobe (*i.e.*, tuxedo, tailcoat, formal gown, or clown uniforms) the Background Performer shall receive additional compensation at the rate of twenty-five dollars (\$25.00) per change per production week or part thereof.

Note: For purposes of clarification, a "week" as used in this D407 is understood to be seven (7) consecutive days, commencing from the Performer's first contracted day.

D409 Compensation for Supplying Specialized Items

When a Background Performer is required to provide:

- (a) an automobile or other form of vehicular transportation;
- (b) a dog or other animal; or
- (c) specialized equipment (*e.g.*, scuba diving equipment)

for the use on-camera by the Production, the Background Performer shall receive additional compensation of not less than thirty-five dollars (\$35.00) per day.

D410 Inclement Weather

No Background Performer will be required to be exposed to inclemency or extremes of weather for unreasonably long periods of time. During intemperate or inclement weather, Background Performers will be allowed a rest period of not less than ten (10) minutes per hour, when they will be able to seek shelter from the elements, provided that completion of the shot shall not be considered a breach of this Article.

D411 Doubling in Background Performer Categories

Whenever a Background Performer is requested to work in more than one category, but no upgrade as per Article D405 is involved, the Background Performer shall receive an additional fifty percent (50%) of the daily fee of the higher category, for each additional category, from the time of the first call until the Background Performer's wrap time.

ARTICLE D5 - NON-QUALIFIED BACKGROUND PERFORMERS**D501 Minimum Number of Qualified Background Performers Required**

- (a) Except as provided in (b), below, whenever the Producer engages fifteen (15) or more Members as Background Performers (not counting Special Ability Background Performers or Stand-ins) in a particular Production on a particular day the Producer may engage any additional number of persons to perform crowd work.
- (b) On any theatrical motion picture with a budget of more than twenty million dollars (\$20,000,000.00), whenever the Producer engages twenty-five (25) or more Members as Background Performers (not counting Special Ability Background Performers or Photo Doubles) on a particular day the Producer may engage any additional number of persons to perform crowd work.

SECTION E

MINIMUM FEES AND CONDITIONS OF WORK FOR PERFORMERS IN DUBBING

ARTICLE E1 - DUBBING

E101 The following conditions and minimum rates shall apply for the Dubbing (as defined in Article A318) of Programs.

ARTICLE E2 - HOURS OF WORK

E201 The Work Day:

- (a) Should the Producer call a Performer for more than one separate reporting time during any one day, each new reporting time will constitute a new first hour of work.
- (b) No work session shall be more than five (5) hours without a meal break.
- (c) Such meal break shall not be less than one (1) hour or more than two (2) hours in any one (1) day. Such meal break shall not be paid.
- (d) Should the Producer call a meal break of longer than one hundred and twenty (120) minutes, the new reporting time after the meal break will constitute a new first hour of work.
- (e) Notwithstanding the foregoing, if the Producer grants an extended meal period beyond the two (2) hours at the request of the Performer, or if the Producer allows more than one separate reporting time during any one (1) day at the request of the Performer, then the rate of pay for that Performer will be calculated on the actual number of hours worked by the Performer as an uninterrupted day.

ARTICLE E3 - FEES

E301 (a) Fees paid to Performers shall be calculated on a daily basis in accordance with the duration of the work session (per (b) below);

OR

the Performer shall be paid in accordance with the number of lines of script the Performer is called upon to voice (per (c) below). Each line of script shall not be more than ten (10) words or fifty (50) strokes; whichever method of payment is the greater for each session.

(b) Payment Per Hour of Work (or part thereof) -- As Per Table:

Hours	Effective April 1, 2002	Effective April 1, 2004*	Effective April 1, 2005
1	\$136.53	\$139.26	\$142.05
2	\$198.43	\$202.40	\$206.45
3	\$261.66	\$266.89	\$272.23
3.5	\$293.26	\$299.13	\$305.11
4	\$324.86	\$331.36	\$337.99
4.5	\$355.20	\$362.30	\$369.55
5	\$386.81	\$394.55	\$402.44
5.5	\$418.41	\$426.78	\$435.32
6	\$450.01	\$459.01	\$468.19

(continued)

* If the UBCP implements the administration fee provisions contained in A411(e) through (l) prior to April 1, 2004, the two percent (2%) increase which goes into effect on April 1, 2004 shall instead go into effect on the date administration fee provisions (e) through (l) are implemented.

(continued)

6.5	\$481.61	\$491.24	\$501.06
7	\$513.22	\$523.48	\$533.95
7.5	\$544.81	\$555.71	\$566.82
8	\$576.41	\$587.94	\$599.70

For each additional hour, calculated in one-quarter ($\frac{1}{4}$) hour units of work: \$94.41, \$96.30 (effective April 1, 2004), \$98.23 (effective April 1, 2005).

(c) Per Line Fee: \$3.82, \$3.90 (effective April 1, 2004), \$3.98 (effective April 1, 2005).

E302 Vacation Pay

All of the rates in this Section E include a four percent (4%) vacation payment required pursuant the B.C. Employment Standards Act which shall be noted separately on the Performer's remittance statement.

ARTICLE E4 - CAST LIST AND WORK TIME RECORD

E401 The Producer shall forward to the Union office a detailed list of the cast in each Production, copies of the script(s), the hour of Call for each Performer and a record of the length of time worked by each Performer and a designated representative of the Producer (see Appendix "D").

ARTICLE E5 - USE

E501 The payment of the above rates shall entitle the Producer to unlimited use of the dubbed Programs without additional payment of fees.

ARTICLE E6 - DOUBLING

E601 Except in the case of an animated film or Program, during one session, a Performer who is required to dub more than two (2) roles in the same film (or in the same Episode of a Series), or more than four (4) roles in different Episodes of a Series (or in different films) shall receive additional payment of not less than \$49.55, \$50.54 (effective April 1, 2004), \$51.55 (effective April 1, 2005) for the first such double, and \$32.46, \$33.11 (effective April 1, 2004), \$33.77 (effective April 1, 2005) for the second and each subsequent double.

ARTICLE E7 - ANIMATED PROGRAMS OR FILMS

E701 Dubbing of an animated Program or film is governed by this Section.

E702 During one session, a Performer who is required to dub more than five (5) Roles in the same animated film (or in the same Episode of an animated series) shall receive additional payment for doubling. Such additional payment shall be in accordance with the fees for doubling provided in E601 above.

ARTICLE E8 - PARTICIPATION IN CROWD NOISES

E801 Participation in crowd noises shall not be considered as doubling, and is permissible without additional compensation.

SIGNING PAGE

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first herein written.

Signed by the Producer

Dated this _____ day of _____, _____
(Month) (Year)

Company Name: _____
(Please Print)

Signature of Signatory Producer: _____

Name of Signatory Producer: _____
(Please Print)

Title of Signatory Producer: _____
(Please Print)

Company Address: _____

Company Phone Number: _____ Company Fax Number: _____

Signed by the Union:

(Signature)

(Signature)

(Title)

(Title)

For the purposes of this Agreement, the Union office is:
Suite 300 - 856 Homer Street
Vancouver, B.C.
V6B 2W5
Phone: (604) 689-0727
Fax: (604) 689-1145